SMART COMMUNICATIONS / PA DOC Richard Gennerro Grosso / DOC #CW6956 , P.O. Box 33028 SCI-Greene St. Petersburg, FL 33733



How The Global Tel* Link Corporation & Pennsylvania Department Of Corrections Act In Concert To Financially Bleed Prisoners State-Wide

The Global Tel* Link Corporation ("GTL"), contracted with the Pennsylvania Department Of Corrections ("DOC"), on or about 30 August 2012, to sell GTL 8" Tablets (\$155ea); Songs (\$1.91 ea); Egames (\$4.22ea); Ebooks (\$25+ea), and; Emails (25¢ea) to all Pennsylvania DOC inmates state-wide.

In return for conducting business with GTL, GTL provides a monthly financial Kickback consisting of 30.5%. It is NOT known precisely what the Pa. DOC exactly does with the 30.5% financial profit. See, EXHIBIT "1".

In 2016, I learned that GTL in reality, sold their GTL Tablets for \$11.00ea if the purchaser agrees to buy 500 or more of these GTL Tablets. This information was indicated on a GTL flyer/advertisement of which I unfortunately no longer possess, but have been continuously trying to reacquire to no avail.

Nevertheless, GTL does NOT want to openly discuss the true costs of their Tablets, Songs, Egames, Ebooks or Emails with me, since everytime I inquired of this data, in my Joint Civil Action I and two other prisoners brought against GTL in 2023 in Greene County Court at no: #176-AD-2023 (1), GTL's shyster lawyer responds that the information I seek is: Irrelevant, a trade secret, proprietary information and/or burdonsome.

It should be noted that GTL has a history of being very dishonest and targets prisoners nation-wide through it shady phone services and now their shady media services. In fact, a Federal Court in Georgia held in: Githieya v GTL, Corporation, 2020 U.S. District Lexis 222628 (Georga)(GTL was found to be deceptive by this court due to it's withholding evidence, lieing, being misleading and that everything GTL did, it was done in bad faith).

Moreover, the vast majority of songs GTL sells, are in fact mislabeled and have multiple versions. GTL refuses to identify the media provider who provides this mislabeled music and to add insult to injury, GTL PROHIBITS any sampling of it's songs altogether. Therefore, whatever you paid for up-front which you must do, your stuck with whatever they gave you. GTL falsely guarantees that if you report to GTL within 72 hours a mislabeled and/or badly recorded song, they will reimburse you for that song. Yeah right! When you report a mislabeled song, their reply on the kiosk is

^{(1).} This case is titled: Richard Grosso, John Bertolette, Michael Rivera v Global Tel* Link, Corporation. See, EXHIBIT "2".

ALWAYS the same: "The song is correct" and refuses to offer a refund of "swap" despite their written policy that states they will. Subsequently, GTL also states in their written policy, that if you get 80% of your Tablet full, they will permit you to "delete" songs. I have 1474 songs on my Tablet since 2016, and when I asked GTL to allow me to delete the now 187 mislabeled songs they sold me, GTL responded in an email that I have to have 87% of my Tablet full to delete any media.

As previously stated, I and two other prisoners file a Joint Civil Action Complaint in Greene County Court naming GTL as the Defendant alleging inter alia, Unfair Trade Practices, Unjust Enrichment, Negligent Misrepresentation & Infliction of mental, physical & emotional injury arising from the violation of the laws and statutes of Pennsylvania as provided for under the Pennsylvania Consumer Protection Laws: 73 PA. S.A. §§201-1, et seq. (1)

We need "Screenshots and/or Printouts" of sales flyers, advertisements or any other source of information relating to GTL depicting the prices of their products including Tablets, Songs, Ebooks, Egames & Emails from ANY correctional system outside of Pennsylvania (2). Please note: General information WON'T work - we need specific prices & information in detail relating to GTL that relates to their Tablets/Kiosk systems so that we may be able to produce the]se] crucial documents as physical evidence in open court.

If anyone whom reads this article is both able & willing to assist us in this endeavor by acquiring these vital document, not only shall it be greatly appreciated, but you'll additionally be helping thousands of other Pa. DOC immates since we're trying to compel GTL to cease their price gouging tactics state-wide as part of the "RELIEF" we seek within our lawsuit.

Thank you very much for both your time & consideration in this very important matter. I am,

Respectfully Yours,

Richard G. Grosso, CW6956 Smart Communications, PA/DOC

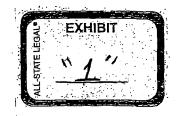
SCI-Greene

P.O. Box 33028

St. Petersburg, FL. 33733

^{(1).} Numerous prisoner litigants have continously sued & lost lawsuites in the Federal Courts while mistakenly citing Constitutional violations. You should sue in the State Courts citing the Pa. Consumer Protection Laws & Statutes.

^{(2) .} GIL maintains contracts with; Alabama, Virginia, Georgia, California, Iowa, Idaho, New York, New Jersey, Massachusettes, Illinois, Georgia.



CONTRACT BETWEEN

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF CORRECTIONS

AND

GLOBAL TEL* LINK

CONTRACT NO. AGR-13-346

THIS CONTRACT ("Contract") is entered into by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through its Department of Corrections ("Department"), and Global Tel* Link, a corporation headquartered in Mobile, Alabama ("Contractor").

WITNESSETH:

WHEREAS, the Office of Administration issued a Request For Proposals on behalf of the Department, RFP No. 6100021729 (such Request For Proposals, including all of the referenced appendices and all addenda thereto, is referred to herein as the "RFP"), for kiosks and related kiosk services (the "Services"); and,

WHEREAS, the Contractor submitted a proposal in response to the RFP (the "Proposal"); and,

WHEREAS, after taking into consideration all of the evaluation factors set forth in the RFP, the Commonwealth determined that the Proposal was the most advantageous to the Commonwealth; and,

WHEREAS, the Contractor was selected for contract negotiations; and

WHEREAS, the Commonwealth and the Contractor negotiated this Contract as their final and entire agreement with respect to the Services.

NOW THEREFORE, intending to be legally bound hereby, the Commonwealth and the Contractor agree as follows:

- 1. The recitals set forth above are incorporated by reference as a material part of this Contract.
- 2. The Commonwealth and the Contractor agree to be bound by the IT Contract Terms and Conditions, attached hereto as <u>Appendix A</u>, and made part of this Contract ("<u>IT Terms and Conditions</u>"). Capitalized terms used but not defined herein shall have the meanings given such terms in the IT Terms and Conditions.



GLOBAL TEL*LINK'S

FOR THE PENNSYLVANIA DEPARTMENT OF CORRECTION'S KIOSK AND KIOSK SERVICES

Request for Proposal #6100021729

August 30, 2012 **Revised by Negotiations**

Submitted by:





Global Tel*Link 2609 Cameron Street Mobile, Alabama 36607

Contact:

Jim Beamer, Account Executive Telephone: (610) 621-2249 E-Mail: jbeamer@gtl.com

Contact:

Rae Pearson, RFP Director Telephone: (317) 558-3151 Toll Free Phone: (800) 941-1068 Toll Free Fax: (800) 941-1062 Email: rpearson@gtl.net

Appendix D - Cost Matrix

Supplier Name:

Global Tel*Link

Date:

12/14/2012

Completed By:

Jeffrey B. Haidinger

	Anticipaled Montrily User		Figlal Costifors Annual User	Total Anticipated
User Pansaction Description			Alransaction	Costs
Incoming Email without attachment	55,000	\$0.250	\$165,000.00	\$825,000.00
Incoming Email attachment (each)	60,000	\$0.350	\$252,000.00	\$1,260,000.00
Outgoing Email	65,000	\$0.250	\$195,000.00	\$975,000.00
Print by page, black and white	25,000	\$0.100	\$30,000.00	\$150,000.00
Print by page, color	10,000	\$0.300	\$36,000.00	\$180,000.00
MP3/Media Download	120,000	\$1.800	\$2,592,000.00	\$12,960,000.00
EFT Deposit	50,000	\$2,000	\$1,200,000.00	\$6,000,000.00
Phone Time Purchase	42,000	\$0.000	\$0.00	\$0.00
total Costator all User transactions			\$4,470,000,00	\$22,350,000:00

Based on total of all transaction fees in a calendar month	30.50%
DOC Rebate	Monthly Pelcentage



MP3IWedia Player Wodel	Slorage Gapacity	Cost per unit
Media4U MP3 Player / 4GB	4GB	\$45.00
Media4U MP3 Player / 8GB	8GB	\$55.00
Media4U MP3 Player / 16GB	16GB	\$65.00
Media4U Tablet / 4GB	4GB	\$115.00
Media4U Tablet / 8GB	8GB	\$130.00
Media4U Tablet / 16GB	16GB	\$147.00

^{*} Anticipated monthly user transactions are estimates only and are in no way gauranteed. The Commonwealth reserves the right to negotiate the cost per transaction with the selected offeror throughout the term of the contract should the actual user transaction volumes vary significantly.

PROTHONOTARY OF GREENE COUNTY

Susan K. White

Robert Eugene Grimm, Esquire Solicitor





Jennifer Maas First Deputy

JOHN BERTOLETTE, KK4787 (et al.) vs.
GLOBAL TEL*LINK CORPORATION

Case Number AD-176-2023

Case Participants

Plaintiff

MICHAEL RIVERA, EW2442

JOHN BERTOLETTE, KK4787

RICHARD GROSSO, CW6956

Defendant

GLOBAL TEL*LINK CORPORATION

Attorney

KARLS MYERS, ESQ

DAVID F. POLLOCK, ESQ.

2500 LISBURN ROAD CAMP HILL, PA17001 169 PROGRESS DRIVE WAYNESBURG, PA15370 169 PROGRESS DRIVE

WAYNESBURG, PA15370-8090

3120 FAIRVIEW PARK DRIVE.

SUITE 300

FALLS CHURCH, VA22042

1500 MARKET STREET, EAST TOWER,

18TH FLOOR

PHILADELPHIA, PA19102

54 SOUTH WASHINGTON STREET

WAYNESBURG, PA15370

724-627-61

Attorney Relationships

Defendant Attorney

DAVID F. POLLOCK, ESQ.

KARL S MYERS, ESQ

Defendant

GLOBAL TEL*LINK CORPORATION GLOBAL TEL*LINK CORPORATION

PROTHONOTARY DOCKET ENTRIES

Entry Date Description Pages

10/30/2023 Letter from pro se Plaintiff, Richard Grosso, titled Re: Requesting Information Concerning
Whether Defendant Filed Any Response To Plaintiff's Third (3rd) Amended Complaint filed.

Copy of Docket Sheet out 10-30-2023 to pro se Plaintiff upon request.

(c) CountySuite Prothonotary, Teleosoft, Inc.