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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

KARL VANDENHUERK and)
TERRIA VANDENHUERK,)
on behalf of themselves and)
all those similarly situated,)

Plaintiffs,)

vs.)

STATE OF ALASKA, DEPARTMENT)
OF CORRECTIONS, and NANCY)
DAHLSTROM in her official capacity)
as commissioner of the Department,)

Defendants.)

Case No. 3AN-21-_____ CI

CLASS ACTION COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF

PRELIMINARY STATEMENT

1. Alaska's prisoners are supposed to have a constitutional right to telephone access. However, if you make it very expensive for prisoners to call their loved ones, this right is undermined.

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2. Across Alaska, prisoners and their loved ones are being forced to pay excessive sums to call one another, often spending hundreds or thousands of dollars per year. In total, the yearly revenues for Alaska prison phone calls are in the millions of dollars. These funds are going to enrich the State and Securus Technologies (a Texas-based corporation owned by a private equity fund), which contracts to provide phone services for Alaska's prisons.

3. These exorbitant prices harm prisoners' ties to the outside world. This complicates rehabilitation and re-entry to society, and it increases the likelihood of future crimes. The Alaska Supreme Court has warned about this.¹

4. These exorbitant prices also violate a decades-old consent decree called the *Cleary* Final Settlement Agreement. There, the state promised never to charge more than 50 cents for local calls.

5. Prison phone access is especially important in Alaska.² The state is vast and many communities are off of the road system, which makes in-person visitation very difficult for many people in rural and Alaska Native communities.

¹ The Alaska Constitution includes a "principle of reformation" for prisoners. *See* Article I, section 12. The Alaska Supreme Court recognizes that this principle is "worth the effort" because "when it works, it reduces crime." *See Cleary v. State*, 548 P.2d 952, 955 (Alaska 1976). The principle of reformation includes a constitutional right to rehabilitation, which includes visitation and phone access. *See Antenor v. State*, 462 P.3d 1, 15 (Alaska 2020). Per the Alaska Supreme Court, these things are "critically important" to rehabilitation because they help prisoners maintain ties to the outside world, facilitate re-entry, and reduce recidivism. *See Brandon v. State, Dep't of Corr.*, 938 P.2d 1029, 1032.

² *Antenor v. State*, 462 P.3d 1, 15 (Alaska 2020).

6. Karl Vandenhuerk and his wife, Terria, are bringing this case to fix this longstanding problem. With Karl incarcerated, they have spent thousands of dollars to maintain phone contact. This is a tremendous financial strain.

7. These excessive phone charges violate the Alaska Constitution and the *Cleary* Final Settlement Agreement. This Court should rule accordingly.

JURISDICTION AND VENUE

8. Jurisdiction is proper pursuant to AS 22.10.020(c) and (g).

9. Venue is proper pursuant to AS 22.10.030 and Alaska Civil Rule 3(c).

PARTIES

10. The State of Alaska's Department of Corrections ("DOC") is the state agency that administers Alaska's prison system.

11. Nancy Dahlstrom is the Commissioner of the State of Alaska's Department of Corrections and is sued in her official capacity.

12. Plaintiff Karl Vandenhuerk is incarcerated by the State of Alaska. He brings this action on behalf of himself and all those who are similarly situated.

13. Plaintiff Terria Vandenhuerk is married to Karl Vandenhuerk. She brings this action on behalf of herself and all those who are similarly situated.

GENERAL ALLEGATIONS

14. The DOC contracts with Securus Technologies ("Securus") to provide phone services for Alaska prisons.³

³ Inmate Phone System, STATE OF ALASKA, DEPT OF CORR., <http://www.correct.state.ak.us/inmate-phone-system> (last visited May 7, 2021).

15. Securus has a troubled history. It has been the subject of numerous lawsuits, for instance for illegally recording prisoner calls and giving access to prosecutors, for price-fixing and anti-trust violations, and even for secretly raising prisoner call prices while lying to governments and customers about it.⁴

16. Prisoners generally may not receive incoming calls; instead, prisoners can only place outgoing collect calls that come at the expense of the recipient.⁵

17. If a recipient accepts a collect call from a prisoner, the recipient has two options for payment: it can be made through an account that was previously established with Securus, or it can be made through direct billing from Securus.⁶

18. The cost to receive a call from an Alaska prisoner depends on whether the destination is classified as a "local," or whether it is classified as "other."⁷

19. A call is generally classified as "local" if its destination is in the same area as the prison that it was made from.⁸ For example, a prisoner call from the

⁴ For one, in 2020, Securus and a private prison agreed to pay \$3.7 million to settle a suit for illegally recording attorney-client calls. *See* Kansas Prison Operator, phone provider to pay \$3.7M, <https://apnews.com/article/michael-brown-technology-lawsuits-kansas-leavenworth-48128da688695578bd8f5e1707bab7ae> (last visited May 7, 2021).

⁵ Inmate Phone System, STATE OF ALASKA, DEPT OF CORR., <http://www.correct.state.ak.us/inmate-phone-system> (last visited May 7, 2021).

⁶ *Id.* (explaining difference between the "ADVANCE Connect" option using a prepaid account, and a "DIRECT Bill" option using a direct bill procedure).

⁷ *Id.*

⁸ For a more formal definition of "local" calls, see 3 AAC 52.340(40), which defines a "local call" as "a telephone call between two stations both of which are

Wildwood Correctional Complex in Kenai to a telephone number in the Kenai area would be "local," while a call to Kotzebue or Palmer would be classified as "other."

20. Up until 2015, "local" calls from Alaska prisoners were free.⁹

21. Even earlier, in 1990, in settling the court case of *Cleary v. Smith*, the State of Alaska promised to never charge more than 50 cents for "local" calls.¹⁰

22. This all changed in 2015, when the State disregarded the *Cleary* Final Settlement Agreement, and approved Securus to charge up to \$1.00 per "local" call.

23. DOC now claims that the "maximum charge" for a "local" call received from an Alaska prisoner is \$1.00.¹¹

located in an area within intercommunications service is furnished under local rate schedules as specified in the telephone utility's tariff."

⁹ Order Approving Application, Granting Motion for Waiver of Certain Service Requirements, Approving Tariff Sheets, and Requiring Compliance Filings, In re Application of Securus Technologies, Inc. for a Certificate of Public Convenience and Necessity to Provide Private Pay Telephone Service to Inmates in Alaska Department of Corrections Facilities, RCA Docket No. U-14-113, (June 12, 2015) at 3, <http://rca.alaska.gov/RCAWeb/ViewFile.aspx?id=e28889c7-f0b3-4c2d-9343-c7ce31ed96a0> (last accessed May 7, 2021).

¹⁰ In 1981, in *Cleary v. Smith*, No. 3AN-81-05274CI, inmates challenged prison conditions in Alaska in a suit against the state. The parties settled and their agreement became a consent decree with elaborate provisions for future operations of Alaska prisons, including guarantees of rehabilitative services. *See e.g., Barber v. State, Dep't of Corr.*, 393 P.3d 412, 414 (Alaska 2017). Among other things, the agreement imposed baseline requirements on the telephone access to be provided to inmates in Alaska's prisons. *See* Final Settlement Agreement and Order, *Cleary v. Smith*, No. 3AN-81-05274CI (Alaska Super., Sept. 21, 1990). One requirement was that inmates were to be charged "not more than \$.50 per call for local calls." *See Id.* at Section V, Subsection C.

¹¹ Inmate Phone System, STATE OF ALASKA, DEPT OF CORR., <http://www.correct.state.ak.us/inmate-phone-system> (last visited May 7, 2021) (noting a rate of \$0.07 per minute and a "maximum charge of \$1.00 for "local" calls).

24. “Local” calls are also subject to various fees, which can make them more expensive than \$1.00 for recipients.

25. This current cost of a “local” call exceeds the limit that the State of Alaska promised in the *Cleary* Final Settlement Agreement, and it is more than the State of Alaska has admitted when appearing in the Alaska Supreme Court.¹²

26. Costs are significantly more for “other” calls, which include many calls *within* Alaska. For instance, a call from Spring Creek Correctional Center in Seward will be classified as “other” (and not “local”) if it is placed to a destination outside of Seward, for instance to an Anchorage or Fairbanks or Nome number.

27. The State acknowledges that it can cost at least \$3.75 for an Alaska prisoner to make a 15 minute “other” call, including calls within Alaska.¹³

28. “Other” calls are also subject to various fees, which can make them even more expensive for recipients.

29. It can also cost money to pay money. When a recipient adds to their account, they often face a \$3.00 “transaction fee.” As one woman said: “There was a time it was a lot of money to me [...] If I could come up with \$20, it cost \$23.”¹⁴

¹² *Antenor v. State*, 462 P.3d 1, 13 (Alaska 2020) (“DOC asserts that Securus’s ‘local call charges are presently [\$0.07] per minute, with a cap of \$1’ per call.”)

¹³ Inmate Phone System, STATE OF ALASKA, DEPT OF CORR., <http://www.correct.state.ak.us/inmate-phone-system> (last visited May 7, 2021) (noting a \$0.21 per minute rate for pre-paid “other” calls and \$0.25 per minute for collect).

¹⁴ Michelle Theriault Boots, *Facing indefinite ban on in-person visits, families of Alaska prisoners question paid phone calls*, September 20, 2020, available at <https://www.adn.com/alaska-news/crime-courts/2020/09/20/facing-an-indefinite->

30. Worse, recipients often can only credit their account with a maximum of \$50 at a time. So, for every \$50 that a recipient adds, they must pay \$53.00. Then, if they owe hundreds (which is normal), they have to repeatedly pay this predatory \$3.00 fee – each and every time they add money. See below:¹⁵

Deposit Amount
 Amount to Deposit:
 \$
 (Minimum \$0.01 Maximum \$50.00)

Transaction Fees: \$3.00
 Total Charges: \$3.00

31. Alaska's prisoners and their loved ones have paid millions of dollars – to Securus, and to the State – just to talk on the phone with each other.

32. Costly telephone charges are especially unconstitutional when in-person visitation is suspended and/or curtailed, like during COVID-19 lockdowns.

33. Nominal concessions during limits on in-person visitation, like the State allowing three free phone calls during a pandemic, woefully fail to account for the suspension of visitation *in itself*. And these nominal concessions are certainly insufficient to cure all of the above-mentioned illegal charges.

34. Plaintiffs Karl Vandenhuerk and Terria Vandenhuerk have suffered from all of the above.

ban-on-in-person-visits-families-of-alaska-prisoners-question-paid-phone-calls
 (last visited May 7, 2021)

¹⁵ This is a screenshot of a deposit option for a Securus account. It requires a bogus \$3.00 transaction fee. Then, it imposes a maximum on deposits, which forces many consumers to pay the bogus \$3.00 fee over and over and over again.

35. Plaintiffs have repeatedly incurred bogus \$3.00 "transaction" fees.

36. Plaintiffs have repeatedly incurred bogus local call charges well in excess of 50 cents, in direct violation of the *Cleary* Final Settlement Agreement.

37. Plaintiffs have repeatedly incurred bogus charges for "other" calls, like approximately \$4.17 in charges for Karl to call his mother in Nikiski.

38. Plaintiffs have repeatedly incurred bogus charges for "other" calls, like approximately \$4.17 in charges for Karl to call a mentor figure in Fairbanks.

39. Plaintiffs have repeatedly incurred bogus charges, like having paid thousands of dollars just to keep in phone contact with one another.

40. Plaintiffs have incurred tremendous financial and emotional stress as a result of these bogus phone charges. These charges impair and damage Karl's connections with the outside world, and impair his rehabilitation.

CLASS ACTION ALLEGATIONS

41. This action is brought by the plaintiffs under two subclasses.

42. First, this action is brought by Karl Vandenhuerk on his own behalf and on behalf of all persons similarly situated. The first subclass is defined as: all people who have been in the custody of the State of Alaska's Department of Corrections for any period of time between May 7, 2019 and the present (hereinafter "Subclass 1").

43. All requirements of Rule 23(a) are met for this subclass. Specifically:

(a) Subclass 1 is so numerous that joinder of all members is impracticable.

There are thousands of people in this subclass;

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(b) There are questions of law or fact common to Subclass 1, specifically (1) whether it violates Article I, section 12 of the Alaska Constitution for the defendants to force call recipients to pay outrageously high charges and fees in order for the class members to make phone calls; and (2) whether it violates Section V, Subsection C of the *Cleary* Final Settlement for the defendants to force call recipients to pay more than 50 cents in order for Alaska's prisoners to make "local" phone calls;

(c) The claims of the representative party are typical of the subclass; and

(d) The representative party will fairly and adequately represent the subclass. Neither the representative plaintiff nor his counsel have interests which might cause them not to vigorously pursue this action.

44. Second, this action is brought by Terria Vandenhuerk on her own behalf and on behalf of all persons similarly situated. The second subclass is defined as: all people who, at any time between May 7, 2018 and the present, paid more than 50 cents for a local call made by someone in the custody of the State of Alaska's Department of Corrections (hereinafter "Subclass 2").

45. All requirements of Rule 23(a) are met for this class. Specifically:

(a) Subclass 2 is so numerous that joinder of all members is impracticable.

There are thousands of people in this subclass;

(b) There are questions of law or fact common to Subclass 2, specifically (1) whether it violates Section V, Subsection C of the *Cleary* Final Settlement for the defendants to force call recipients to pay more than 50 cents in order

for Alaska's prisoners to make "local" phone calls; and (2) whether call recipients are entitled to damages for payments in excess of 50 cents for "local" phone calls;

(c) The claims of the representative party are typical of the class; and

(d) The representative party will fairly and adequately represent the class.

Neither the representative plaintiff nor their counsel have interests which might cause them not to vigorously pursue this action.

46. Certification of the above mentioned classes is appropriate under Rule 23(b)(2) of the Alaska Rules of Civil Procedure because the defendants at all times have acted and refused to act on ground generally applicable to each class, thereby making appropriate final injunctive relief and corresponding declaratory relief with respect to each class as a whole.

47. Certification of the second subclass is also appropriate under Rule 23(b)(3) of the Alaska Rules of Civil Procedure because common questions framed predominate over any questions which affect individual members of this class, and because a class action is superior to other available methods for the fair and efficient adjudication of the claims asserted in this action because of the following:

(a) The expense and burden of individual litigation make it economically unfeasible for class members to seek redress other than through the procedure of a class action;

(b) If separate actions were brought by individual Class members, the resulting duplicity of lawsuits would cause undue hardship and expense to

the Court and the litigants by necessitating multiple trials of similar factual and legal issues; and,

(c) Absent a class action, Defendants will likely retain the benefits of their wrongdoing, and there would be a failure of justice.

CLAIMS FOR RELIEF:

COUNT I – VIOLATION OF ARTICLE I, SECTION 12 OF THE ALASKA CONSTITUTION REGARDING THE RIGHT TO REHABILITATION – DECLARATORY AND INJUNCTIVE RELIEF

48. The plaintiffs repeat and incorporate by reference the allegations of facts and law in each of the preceding paragraphs.

49. This count is brought by plaintiff Karl Vandenhuerk on behalf of himself and Subclass 1.

50. Article I, section 12 of the Alaska Constitution requires that criminal administration be based on, among other things, the “principle of reformation.”

51. The Alaska Supreme Court has recognized that the principle of reformation is “worth the effort” because “when it works, it reduces crime.”¹⁶

¹⁶ *Cleary v. State*, 548 P.2d 952, 955 (Alaska 1976)) (also noting that “[t]he end sought by rehabilitation is a stable individual returned to community life, capable of constructive participation and incapable of committing crime”).

52. The principle of reformation gives prisoners a constitutional right to rehabilitation.¹⁷ This right is “fundamental.”¹⁸

53. Family and community ties are crucial for rehabilitation, and Alaska prisoners face unique and extraordinary hardships in maintaining those ties.¹⁹

54. Alaska prisoners have enforceable interests in their constitutional right to rehabilitation under the Alaska Constitution.²⁰

55. The constitutional right to rehabilitation includes visitation.²¹

56. Visitation is indispensable and critically important to rehabilitation because it helps prisoners to maintain ties to their families and the outside world, facilitates re-entry into society after sentences, and reduces recidivism.²²

57. One “crucial component” of visitation is telephone access, especially in a state as vast as Alaska, and especially for inmates whose families may find that travel for in-person visitation is prohibitively expensive.²³

¹⁷ *Elbi v. State*, 451 P.3d 382, 387 (Alaska 2019).

¹⁸ *Brandon v. State, Dep’t of Corr.*, 938 P.2d 1029, 1032 (Alaska 1997); *see also Abraham v. State*, 585 P.2d 526, 533 (Alaska 1978) (rights to rehabilitation must be made “a reality and not simply something to which lip service is being paid.”)

¹⁹ *Clark v. Alaska*, 156 P.3d 384, 388 (Alaska 2007).

²⁰ *Rathke v. Corr. Corp. of Am., Inc.*, 153 P.3d 303, 309 (Alaska 2007).

²¹ *Brandon v. State, Dep’t of Corr.*, 938 P.2d 1029, 1032 n.2 (Alaska 1997).

²² *Antenor v. State*, 462 P.3d 1, 15 (Alaska 2020) (citing *Brandon v. State, Dep’t of Corr.*, 938 P.2d 1029, 1032 (quoting 2 Michael Mushlin, *Rights of Prisoners* 12.00 (2d ed.1993) and also quoting *Kentucky Dep’t of Corr. v. Thompson*, 490 U.S. 454, 468 (1989) (Marshall, J., dissenting))).

²³ *Antenor v. State*, 462 P.3d 1, 15 (Alaska 2020).

58. The constitutional right to rehabilitation includes telephone access.²⁴

59. The defendants have violated and are violating Article I, section 12 of the Alaska Constitution as to Subclass 1 by forcing the recipients of the class members' phone calls to pay outrageously high charges and fees for those calls.

60. The class is entitled to declaratory and injunctive relief.

**COUNT II – VIOLATION OF SECTION V, SUBSECTION C OF
THE *CLEARY* FINAL SETTLEMENT AGREEMENT –
DECLARATORY AND INJUNCTIVE RELIEF**

61. Plaintiffs repeat and incorporate by reference the allegations in each of the preceding paragraphs.

62. This count is brought by plaintiff Karl Vandenhuerk on behalf of himself and Subclass 1.

63. In 1981, in *Cleary v. Smith*, No. 3AN-81-05274CI, a group of inmates challenged prison conditions in Alaska in a class action suit against the state.

64. The parties settled and their agreement became a consent decree.

65. That agreement included elaborate provisions for future operations of Alaska prisons, including guarantees of certain rehabilitative services.²⁵

²⁴ *Id.*

²⁵ *Smith v. Cleary*, 24 P.3d 1245, 1246 (Alaska 2001)) ("This case began in 1981 as a class action brought against the state by Alaska prisoners challenging prison conditions. The plaintiffs formed three subclasses: pretrial detainees (subclass A), sentenced prisoners in state owned or operated correctional centers (subclass B), and prisoners held by the state in federal facilities (subclass C). Although the state and subclass C settled in 1983, litigation continued with the remaining subclasses until the parties entered a comprehensive settlement, which the superior court incorporated in a consent decree in 1990. The settlement agreement applied to all

66. Among other things, the *Cleary* Final Settlement Agreement imposed requirements on the access to telephone communication in Alaska's prisons.²⁶

67. One requirement for such telephone communication was that inmates were not to be charged more than 50 cents per local call,²⁷ regardless of inflation.²⁸

inmates, with some exceptions, who are or will in the future be incarcerated in correctional facilities owned or operated by the state" and bound the Department of Corrections and any successor department, division, or agency of the state of Alaska which is statutorily responsible for the administration of the state's adult correctional facilities. It included elaborate provisions for future operation of Alaska prisons, enumerated rights of inmates, guaranteed the availability of specific rehabilitative programs and services, required the state to implement an inmate classification system, created population guidelines, and established caps to eliminate overcrowding. The agreement also established mechanisms to monitor ongoing compliance, including a provision calling for a designated superior court judge to have continuing jurisdiction over alleged violations.").

²⁶ Final Settlement Agreement and Order, *Cleary v. Smith*, No. 3AN-81-05274CI (Alaska Super., Sept. 21, 1990). Specifically, in Section V at subsection C on "Telephone Communication," there are five separate provisions concerning the rights of inmates to access telephone communications.

²⁷ Final Settlement Agreement and Order, *Cleary v. Smith*, No. 3AN-81-05274CI (Alaska Super., Sept. 21, 1990) at Section V, Subsection C (emphasis added) ("2. (a) The Department may install coinless pay phones in each facility for local and long distance calls which provide caller identification for each call. No charge shall be assessed to the caller or recipient for local calls. At least seven speed call numbers which bypass caller identification shall be installed in each phone for calls to the local offices of the Public Defender, Public Advocate, Alaska Legal Services, Ombudsman, Department of Revenue, Division of Public Assistance, and Legislative Information Office, where such local offices exist. (b) If, after one year of operation on a statewide basis, revenues from toll calls are insufficient to pay for the cost of local calls in the coinless pay phone system, the Department reserves the right to assess a charge of **not more than \$.50 per call for local calls**. If the Department exercises this right, the plaintiffs have the corresponding right to challenge any charge as to its amount and necessity, and to propose less costly or restrictive alternatives.").

²⁸ *Antenor v. State*, 462 P.3d 1, 11 (Alaska 2020).

68. The *Cleary* Final Settlement Agreement is an enforceable contract.²⁹

69. The defendants have violated and are violating Section V, Subsection C of the *Cleary* Final Settlement Agreement as to Subclass 1 by forcing recipients of the class members' local phone calls to pay more than 50 cents for those calls.

70. The class is entitled to declaratory and injunctive relief.

**COUNT III – VIOLATION OF SECTION V, SUBSECTION C OF
THE *CLEARY* FINAL SETTLEMENT AGREEMENT –
DAMAGES FOR CALL RECIPIENTS**

71. Plaintiffs repeat and incorporate by reference the allegations in each of the preceding paragraphs.

72. This count is brought by plaintiff Terria Vandenhuerk on behalf of herself and Subclass 2.

73. The defendants' violations of Section V, Subsection C of the *Cleary* Final Settlement Agreement also entitle call recipients to damages.

74. While the *Cleary* Final Settlement Agreement does not contemplate monetary damage awards to enforce certain of its provisions;³⁰ some provisions of the agreement can indeed give rise to a specific claim for monetary damages, especially if there is a "clear and precise measure of monetary damages."³¹

²⁹ *Rathke v. Corr. Corp. of Am. Inc.*, 153 P.3d 303, 311 (Alaska 2007).

³⁰ *Perotti v. Corr. Corp. Am.*, 290 P.3d 403, 405 (Alaska 2012); *see also Brown v. Corr. Corp. of Am.*, Mem. Op. & J. No. 1446 2012 Alas. Lexis 171 at *1-2.

³¹ *Perotti v. Corr. Corp. Am.*, 290 P.3d 403, 409 n.28 (Alaska 2012) (internal citations and quotations omitted) ("The *Cleary* Settlement does include at least one term that may lend itself to a specific claim for monetary damages. The *Cleary*

75. The defendants' violation of the *Cleary* Final Settlement Agreement regarding costly local call rates gives rise to a "clear and precise measure of monetary damages." After all, if a local call should cost a maximum of \$0.50, but if \$1.00 is charged, then the damages are \$0.50 for that call. If this happened 1,000 times, then the damages are \$500. This is plenty "clear and precise."

76. Media has reported that Alaska prisoners made at least 2.3 million calls one year.³² Securus has estimated that prisoners make approximately 13.8 million call attempts per year, and complete at least 3.5 million calls.³³

Settlement directs payment of gate money to prisoners who leave the facility. In *Hertz v. State*, Department of Corrections, we left open the question whether a released prisoner who has been denied this gate money has a damage claim for past failure to pay these funds under the *Cleary* Settlement. We do not decide this question today, but we note that, in contrast to Perotti's claims for damages, there is a clear and precise measure of monetary damages for a violation of the gate money provision of the *Cleary* Settlement. And if monetary damages were determined to be an appropriate remedy against DOC for such a claim, then under *Rathke*, a third-party beneficiary to the contract between DOC and Corrections Corporation could potentially enforce this same right against Corrections Corporation, if that contract had a similar gate money provision. We also point out that in *Hertz*, we held that either party may move for relief from the *Cleary* Settlement, and that the settlement gives broad discretion to the trial court to modify the agreement in the event of changed law or circumstances. But it appears that DOC may have unilaterally vacated the gate money provision of the *Cleary* Settlement without the necessary court approval. We do not reach the validity of that action in this appeal.").

³² Michelle Theriault Boots, *Facing indefinite ban on in-person visits, families of Alaska prisoners question paid phone calls*, September 20, 2020, available at <https://www.adn.com/alaska-news/crime-courts/2020/09/20/facing-an-indefinite-ban-on-in-person-visits-families-of-alaska-prisoners-question-paid-phone-calls>.

³³ Application of Securus Technologies, Inc. For a Certificate of Public Convenience and Necessity to Provide Private Pay Telephone Services to Inmates in Alaska Department of Corrections Facilities, RCA Docket No. U-14-113,

77. Many of these calls are “local” calls. The recipients of those calls have been overcharged by millions of dollars.

78. Thus, the members of Subclass 2 have suffered and are entitled to monetary damages, including restitution and/or compensatory damages.

Wherefore, the plaintiffs request that this Court award the following relief:

- i. Certification of the above-defined classes.
- ii. A declaration that it violates Article I, section 12 of the Alaska Constitution for the defendants to force the recipients of prisoner phone calls to pay the charges and fees currently assessed for those calls.
- iii. A declaration that it violates Section V, Subsection C of the *Cleary* Final Settlement Agreement for the defendants to force the recipients of prisoner phone calls to pay more than 50 cents for local calls.
- iv. An injunction requiring the defendants to provide Alaska’s prisoners with unlimited free “local” calls and/or an injunction reiterating that local call charges must be capped at a maximum of 50 cents.
- v. An injunction requiring the defendants to provide Alaska’s prisoners with unlimited free “other” calls and/or an injunction requiring that current “other” call charges be dramatically reduced.
- vi. An injunction ordering the defendants to discontinue the predatory \$3.00 “transaction fee” charged to call recipients to add money to their account.

(November 13, 2014) at 4, <http://rca.alaska.gov/RCAWeb/ViewFile.aspx?id=B11994FE-4563-460B-A347-99674E22F514> (last accessed May 7, 2021).

- vii. An injunction ordering the defendants to provide all Alaska prisoners with unlimited free phone calls whenever in-person visitation is suspended in Alaska's prisons.
- viii. An order that the defendants pay damages to the members of the call recipient class for every charge it collected from those class members in excess of the 50 cent cap on local call charges.
- ix. The costs and expenses of litigation
- x. Full reasonable attorney's fees.
- xi. Other and further compensatory and equitable relief as this Court may deem just under the circumstances.
- xii. All other proper relief.

DATED this 4 day of June, 2021

NORTHERN JUSTICE PROJECT, LLC
Attorneys for Plaintiffs

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