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14 **UNITED STATES DISTRICT COURT**
15 **SOUTHERN DISTRICT OF CALIFORNIA**

16 SYLVESTER OWINO and JONATHAN GOMEZ, on behalf of themselves and all
17 others similarly situated,

Plaintiffs,

18 vs.

19 CORECIVIC, INC.,

Defendant.

21 CORECIVIC, INC.,

Counter-Claimant,

24 vs.

25 SYLVESTER OWINO and JONATHAN GOMEZ, on behalf of themselves and all
26 others similarly situated,

Counter-Defendants.

Case No. 3:17-CV-01112-JLS-NLS

CLASS ACTION

**REPLY BRIEF IN SUPPORT OF
PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION**

Date: August 22, 2019

Time: 2:00 p.m.

Place: Courtroom 4D

Judge: Hon. Janis L. Sammartino

Magistrate: Hon. Nita L. Stormes

DEMAND FOR JURY TRIAL

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1 **I. INTRODUCTION**

2 CoreCivic fails to advance any argument capable of precluding the certification of
3 the following five classes:

- 4 • **CA Labor Law Class**, which is alleged as to Plaintiffs’ claims for violations of the
5 California Labor Code, violations of the IWC’s Wage Order No. 5-2001, violations
6 of the UCL, unjust enrichment, and negligence;
- 7 • **CA Forced Labor Class** and **CA Basic Necessities Class**, which are alleged as to
8 Plaintiffs’ claims for violations of the Federal TVPA,¹ violations of the CA TVPA,
9 violations of the UCL, unjust enrichment, and negligence; and
- **National Forced Labor Class** and **National Basic Necessities Class**, which are
alleged as to Plaintiffs’ claims for violations of the Federal TVPA.

10 Because the claims of each of the proposed classes hinge on the determination of the
11 legality or illegality of CoreCivic’s corporate-wide policies and practices, they satisfy the
12 requirements of Rule 23(a), common questions of law and fact predominate, and class
13 treatment is the superior method of adjudication.

14 **II. ARGUMENT**

15 **A. CoreCivic Does Not Dispute That The California Labor Law Class**
16 **Should Be Certified.**

17 At the outset, Plaintiffs note that CoreCivic does not oppose the certification of the
18 California Labor Class as to Plaintiffs’ claims under the California Labor Code, IWC
19 Wage Order No. 5-2001, and the UCL for (1) failure to pay ICE detainees minimum
20 wage, (2) failure to provide wage statements, and (3) imposing unlawful terms and
21 conditions on CoreCivic’s employment of ICE detainees. CoreCivic concedes that the
22 question of “whether detainees who participate in the VWP are CoreCivic’s employees
23 under California law” is a “common question” and does not dispute that the requirements
24 of Rule 23(a) and (b)(3) are all satisfied as to these claims. [Opp. at 32:14-15.] At a
25 minimum, the California Labor Class should be certified as to these claims.²

26 _____
27 ¹ If the Court declines to certify the National Forced Labor Classes, the Court should
28 certify the CA Forced Labor Classes as to Plaintiffs’ claims for violations of both the
Federal TVPA and the CA TVPA, which are based on the same policies and practices.

² CoreCivic’s arguments only address Plaintiffs’ claims for unpaid overtime wages and
failure to provide meal and rest breaks. [*Id.* at 15:2-4, 19:2-7, 28:22-25, 32:21-28.]

1 **B. CoreCivic Cannot Defeat Class Certification By Denying The Existence**
2 **Of Its Own Admitted Policies And Practices.**

3 CoreCivic principally argues that the policies and practices on which Plaintiffs’
4 class claims are based do not, in fact, exist. In spite of this, the Opposition Brief largely
5 confirms the existence of the policies and practices set forth in Plaintiffs’ Motion.
6 Further, CoreCivic cannot defeat class certification by arguing that the terms of its
7 written policies and procedures do not mean what they plainly state and by distancing
8 itself from the testimony of its Rule 30(b)(6) representative, Jason Ellis, who confirmed
9 that CoreCivic creates and implements enterprise-wide policies and practices that its
10 facilities are all bound to use.³

11 **1. The So-Called “Voluntary Work Program.”**

12 CoreCivic does not dispute—and instead confirms—that CoreCivic, as a matter of
13 policy and practice, (1) “select[s]” and hires ICE detainees for work [Opp. at 11:2], (2)
14 requires ICE detainees to sign employment agreements prior to working at a CoreCivic
15 facility that generally⁴ fixes the rate of compensation at \$1.00 to \$1.50 per day in
16 violation of California Labor Code § 432 [*id.* at 10:27-11:4], (3) pays ICE detainees
17 wages that are less than the minimum wage mandated by California law [*id.* at 11:5-7],
18 (4) exercises its discretion in awarding ICE detainees “bonuses” or other “extra
19 incentives” for labor performed [*id.* at 11:7-8], (5) only allows ICE detainees to spend
20 their earnings at the company store or “commissary” during their period of detention [*id.*
21 at 11:8-9], (6) controls the work schedules and job assignments of ICE detainees [*id.* at
22 11:12-24], (7) implements standards by which job performance is measured [*id.* at 12:1-
23 2], and (8) controls and exercises its discretion over the decision of whether to terminate
24 an ICE detainee’s employment [*id.* at 12:2-4]. The Opposition Brief also does not
25 address or dispute that CoreCivic, as a matter of policy and practice, failed to provide the
26

27 _____
28 ³ All citations are to the Declaration of Eileen R. Ridley, Dkt. 85, unless noted otherwise.
⁴ CoreCivic does not address the numerous documented instances in which ICE detainees
in its California facilities were only paid \$.75 per day for their work. [Ex. 45-50, 88.]

1 putative class members with itemized wage statements showing the categories of
2 information set forth in California Labor Code § 226(a). [Ex. 44 (RFA Response).]

3 **2. CoreCivic’s Policy Of Compelling ICE Detainees To Clean Above**
4 **And Beyond The Personal Housekeeping Tasks In The PBNDS.**

5 CoreCivic asserts that it “does not have a policy or practice of requiring detainees
6 to clean the common areas of their housing unit under threat of disciplinary segregation.”
7 [Opp. at 3:20-21.] In support of this claim, CoreCivic advances a distorted reading of the
8 applicable written policies and procedures and overlooks the testimony of Mr. Ellis,
9 whose admissions are binding on CoreCivic. *Starline Windows Inc. v. Quanex Bldg.*
10 *Prod. Corp.*, No. 15-CV-1282-L (WVG), 2016 WL 4485564, at *4 (S.D. Cal. July 21,
11 2016) (“The testimony of a Rule 30(b)(6) designee ‘represents the knowledge of the
12 corporation, not of the individual deponents.’”). Neither is persuasive.

13 CoreCivic concedes that it cannot compel ICE detainees to work aside from the
14 personal housekeeping tasks specified in the ICE PBNDS. [Opp. at 2:5-8.] In spite of
15 this, CoreCivic’s own written policies and procedures require ICE detainees to
16 “maintain[] the common living area in a clean and sanitary manner.” [Ex. 12-20
17 (Sanitation Policies).] CoreCivic argues that this obligation actually means that ICE
18 detainees “must clean up *after themselves* in the housing unit common areas.” [Opp. at
19 4:4-5.] This is not what the policy states, nor is it consistent with the fact that ICE
20 detainees are responsible for tasks that require—by their nature—cleaning up after others,
21 including removing trash from the common areas, sweeping and mopping floors, and
22 cleaning toilet bowls, sinks, showers, and furniture. [Ex. 12-20 (Sanitation Policies).]

23 CoreCivic illogically claims that “[d]etainee/inmate workers,” and not ICE
24 detainees, are assigned the task of cleaning up the common living areas. [Opp. at 5:1-3.]
25 If an ICE detainee is performing work, they are necessarily a “detainee worker.”
26 CoreCivic urges the Court to read the phrase “[d]etainee/inmate workers” to mean
27 detainees “who volunteer to participate in the VWP as porters and are paid for their
28 participation.” [*Id.* at 5:10-12.] Again, this is not what CoreCivic’s policy states, nor is it

1 consistent with the policy’s express mandate that ICE detainees “*will* be assigned to each
 2 area on a regular basis to perform the daily cleaning routine of the common area” and
 3 “*will*... provide seven (7) day per week coverage to maintain sanitation of the facility”
 4 without any reference to cleaning tasks being completed on a “voluntary” basis. [Ex. 12-
 5 20 (Sanitation Policies) (emphasis added).] This is confirmed by CoreCivic’s policy and
 6 practice of requiring ICE detainees to sign attestations that they “may not be *compelled* to
 7 work *other than* to perform housekeeping tasks in [their] own cell *and the community*
 8 *living area.*” [Ex. 11 (Detainee File) at CCOG43019 (emphasis added).⁵]

9 **3. CoreCivic’s Policy Of Threatening Discipline To Obtain Work.**

10 CoreCivic does not dispute that ICE detainees may be disciplined with
 11 punishments as severe as disciplinary segregation⁶ for “refusal to obey an order,” conduct
 12 that CoreCivic deems “disruptive” to the orderly operation of its facilities, or “refusal to
 13 clean assigned living area.” [Opp. at 5:15-16.] Rather, CoreCivic claims that it “does not
 14 threaten to or actually discipline detainees for failure or refusal to clean. [*Id.* at 5:9-10.]

15 CoreCivic’s assertion that its disciplinary policies are not used to “force detainees
 16 to work outside their assigned living areas” is directly contradicted by the testimony of
 17 Mr. Ellis, who confirmed that “any of the types of discipline is possible” when ICE
 18 detainees perform work at CoreCivic’s facilities, including “restrictive housing.” [Ex. 3
 19 (Ellis Dep. (Vol. 1)) at 157:5-16.] This threat of discipline is even present when ICE
 20 detainees work through the VWP, undermining any claim by CoreCivic that the VWP is
 21 ever truly “voluntary.” [*Id.*] Indeed, Mr. Ellis confirmed that even an infraction as minor
 22 as “not timely reporting for a shift” is subject to discipline. [*Id.* at 157:17-23.]

23 Consistent with Mr. Ellis’ testimony, CoreCivic’s own Post Orders states that “[i]f an
 24

25 ⁵ See also Owino Decl. at ¶¶ 18-21; Gomez Decl. at ¶¶ 15-17; Nunez Decl. at ¶ 6; Ortiz
 26 Decl. at ¶¶ 3, 5; Santibanez Decl. at ¶ 8, Jones Decl. at ¶ 10.

27 ⁶ The Opposition Brief focuses on disciplinary segregation. As explained below,
 28 CoreCivic also violated the CA TVPA and the Federal TVPA by coercing ICE detainees
 to work under threat of discipline, including the threat of disciplinary segregation, as well
 as threats that would cause a reasonable person under similar circumstances to perform
 labor or provide services. See Cal. Penal Code § 236.1(h)(4); 18 U.S.C. § 1589(c)(2).

1 inmate/resident does not report to work, call the unit **to locate and summon** the
2 inmate/resident worker” and expressly notes that “[**disciplinatory action** may be taken for
3 absences and tardiness.” [Ex. 27-29 (Post Orders).] CoreCivic conveyed the threat of
4 discipline to ICE detainees at intake and through its admissions handbook, and they were
5 constantly reminded of the risks of disobeying an order through CoreCivic’s enforcement
6 of its policy. [Ortiz Decl. at ¶ 4; Nunez Decl. at ¶ 4; Owino Decl. at ¶¶ 23-24; Gomez
7 Decl. at ¶¶ 19-20; Santibanez Decl. at ¶¶ 3-4, Jones Decl. at ¶¶ 3-8.]

8 **4. CoreCivic’s Policy Of Withholding Basic Living Necessities.**

9 CoreCivic agrees that it is required to “ensure[] that each detainee is able to
10 maintain acceptable personal hygiene practices through the provision of adequate bathing
11 facilities and the issuance and exchange of clean clothing, bedding, linens, towels” and to
12 “replenish” personal hygiene items “as needed.” [Opp. at 7:22-23:4; *see also* ICE
13 PBNDS, § 4.5, at 327-28.] CoreCivic also agrees that ICE detainees (1) are prohibited
14 from having any of their own personal property, and (2) may purchase clean clothing and
15 hygiene items from the commissary through their trust account, which can only be funded
16 by working through the VWP or by having someone outside of the facility transfer
17 money into it. [Opp. at 8:4-7, 9:1-6.] If an ICE detainee does not have someone outside
18 of the facility with the ability and means to transfer money into his or her trust account,
19 the VWP is the only way an ICE detainee can fund the trust account. [*Id.*]

20 CoreCivic argues that it does not have a policy or practice of “deny[ing] detainees
21 clothing and basic living necessities in order to coerce them into participating in the
22 VWP.” [Opp. at 7:21-22.] However, the Opposition Brief itself directly contradicts this
23 assertion. CoreCivic cites to numerous examples in which ICE detainees purchased basic
24 living necessities that CoreCivic was required to provide ICE detainees when needed and
25 at no cost under the PBNDS, including shampoo, soap, toothpaste, lotion and clean
26 clothing. [*Id.* at 9:7-10:6.] From these citations, CoreCivic bizarrely concludes that the
27 purchase of shampoo, soap, toothpaste, lotion and clean clothing is inconsistent with “the
28 spending habits of detainees who were coerced into participating in the VWP in order to

1 purchase ‘basic living necessities.’” [Opp. at 10:4-6.] This argument is baseless, as the
 2 examples cited by CoreCivic evidence ICE detainees using VWP pay in order to
 3 purchase basic living necessities. [*Id.* at 9:7-10:6.] If ICE detainees were provided with
 4 sufficient clothing and hygiene items, they would not need to spend the nominal amount
 5 they are paid through the VWP to purchase these items.⁷

6 In short, there was nothing “voluntary” about an ICE detainee’s participation in the
 7 VWP where the VWP represented the sole means of earning money to purchase basic
 8 living necessities that could only be obtained through the commissary. CoreCivic’s claim
 9 that it “does not profit from commissary sales” is contradicted by CoreCivic’s own
 10 written policy that states that a 30 percent margin is used in order “to maintain
 11 commissary profits.” [Ex. 3 (Ellis Dep. (Vol. 1)) at 40:19-41:14; Ex. 4 (Ellis Dep. (Vol.
 12 2)) at 373:7-10; Ex. 43 (Commissary Checking Account Policy) at CCOG2503.]

13 **C. The CA And National Basic Necessities Classes Advance The Same**
 14 **Theory Of Liability Alleged In The First Amended Complaint.**

15 CoreCivic’s contention that the CA and National Basic Necessities Classes are
 16 “not certifiable” because they “involve an *entirely different* theory of liability” than those
 17 alleged in Plaintiffs’ operative pleading is without merit. [Opp. at 14:1-2.] The Court
 18 may consider “a new class definition that is *narrower* than the class definition originally
 19 proposed” so long as it “does not involve a new claim for relief.” *Bee, Denning, Inc. v.*
 20 *Capital All. Grp.*, 310 F.R.D. 614, 621 (S.D. Cal. 2015). Here, the CA and National
 21 Basic Necessities Classes assert the same theories of liability that Plaintiffs alleged in the
 22 FAC—namely, violations of the CA TVPA, Federal TVPA, and the UCL, as well as
 23 unjust enrichment and negligence. [Dkt. 67.] The Basic Necessities Classes do not add
 24 “a new claim for relief” to the case. Further, the Basic Necessities Classes are also
 25

26 ⁷ Indeed, former ICE detainees confirm that they needed to join the VWP in order to
 27 purchase basic living necessities. [Owino Decl. at ¶¶ 25-29; Gomez Decl. at ¶¶ 21-25;
 28 Nunez Decl. at ¶¶ 6-9; Ortiz Decl. at ¶¶ 6-9; Santibanez Decl. at ¶¶ 9-10, Jones Decl. at
 ¶¶ 11-14.] CoreCivic’s own policies show that it fails to provide ICE detainees with the
 minimum standard issue mandated by the PBNDS. [See, e.g., Ex. 25 (Eloy Handbook) at
 CCOG-21168.]

1 defined more narrowly than the Nationwide and California Forced Labor Classes alleged
2 in the FAC, which refer to “[a]ll civil immigration detainees who performed Forced
3 Labor” generally, without any limiting principle. [*Id.* at 8:18-28.] In contrast, the Basic
4 Necessities Classes tether the definition of “Forced Labor” to ICE detainees that worked
5 through CoreCivic’s VWP and purchased basic living necessities at the commissary.
6 [Dkt. 84 at 1:26-2:3, 2:11-16.] As a result, there is no merit to the argument that the
7 Basic Necessities Classes present “an entirely different theory of liability.”

8 **D. Plaintiffs Satisfy The Requirements For Class Certification.**

9 **1. The Classes Are Not Over-Inclusive, Overbroad, Or Vague.**

10 The Opposition Brief advances a disjointed sequence of arguments that supposedly
11 bear on the question of “ascertainability.” None of them have merit. Moreover, the
12 Ninth Circuit has expressly rejected imposing an “ascertainability” requirement for class
13 certification. *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1124 fn. 4 (9th Cir. 2017)
14 (“ConAgra cites no other precedent to support the notion that our court has adopted an
15 “ascertainability” requirement. This is not surprising because we have not.”).

16 **a. The Proposed Classes Are Not Over-Inclusive.**

17 CoreCivic argues—without reference to any supporting evidence—that the CA
18 Labor Law and Basic Necessities Classes are over-inclusive “because they include
19 putative class members who have no claim.” [Opp. at 14:26-28.] CoreCivic does not
20 challenge the Forced Labor Classes on this basis. [*Id.*]

21 As to the CA Labor Law Class, CoreCivic claims that the class definition “includes
22 detainees who never worked enough daily or weekly hours to entitle them to a rest
23 period, meal period, or overtime wages.” [*Id.* at 15:3-4.] Notably, however, CoreCivic
24 does not dispute that CoreCivic’s failure to pay minimum wage, failure to provide wage
25 statements, and imposition of unlawful terms and conditions of employment directly
26 impact every single member of the CA Labor Law Class. As to the meal and rest period
27 claims, CoreCivic fails to provide any evidence documenting that meal and rest periods
28 were ever provided to workers. In contrast, the declarations of Plaintiffs confirm

1 CoreCivic’s practice of failing to provide “duty free” meal and rest breaks. [Owino Decl.
2 at ¶¶ 6-9, 16; Gomez Decl. at ¶¶ 6-7, 12]; *Augustus v. ABM Security Service, Inc.*, 2 Cal.
3 5th 257, 269 (2016). CoreCivic admits that overtime was never paid. [Opp. at 11:5-6.]

4 For the Basic Necessities Classes, CoreCivic speculates that the class definitions
5 include ICE detainees who “simply wanted to have more (or different items) on hand.”
6 [*Id.* at 15:9-11.] This supposition, without supporting evidence, is not relevant to
7 whether the proposed class definitions are “ascertainable.” Further, as discussed in Part
8 II(B)(4), *infra*, it is undermined by the common sense reality that ICE detainees would
9 not spend the handful of dollars that they earn each week on items such as soap and
10 toothpaste if they were replenished by CoreCivic as required by the PBNDS.

11 **b. The Proposed Classes Are Clear And Unambiguous.**

12 CoreCivic’s attempt at injecting subjective inquiries into Plaintiffs’ class
13 definitions is similarly misplaced. CoreCivic argues that the Forced Labor Class and
14 Basic Necessities Class definitions are “vague” because “they turn on subjective criteria.”
15 [Opp. at 16:2-5.] CoreCivic does not challenge the CA Labor Law Class on this basis.
16 [*Id.*] Contrary to this assertion, the Forced Labor class definitions are not vague because,
17 as a matter of policy and practice, every ICE detainee that worked at a CoreCivic facility
18 did so under threat of discipline. [*See supra* Part II(B)(2)-(3).] This was confirmed by
19 CoreCivic’s Rule 30(b)(6) representative. [*Id.*] The term “basic living necessities” is
20 also not vague, as it unmistakably refers to personal hygiene items, such as soap,
21 grooming supplies, toothpaste, shampoo and lotion, and clean clothing. [*See, e.g.*, ICE
22 PBNDS, § 4.5, at 327-28.]

23 **c. The Proposed Classes Are Well-Tailored.**

24 CoreCivic’s attempt to relitigate its statute of limitations defense as to the proposed
25 CA Classes under the guise of an “ascertainability” challenge is similarly misguided.
26 [Opp. at 16:28-18:6.] As this Court has already recognized, Plaintiffs’ class claims for
27 violations of the CA TVPA are actionable from January 1, 2006 to the present. [Dkt. 38
28 at 29:18-19.] CoreCivic mischaracterizes the statute of limitation applicable to the CA

1 Forced Labor Class. A claim under the CA TVPA “shall be commenced within seven
2 years of the date on which the trafficking victim was freed from the trafficking situation.”
3 Cal. Civ. Code § 52.5(c). The statute does not limit how far back in time violations of the
4 statute are actionable so long as the action is commenced within seven years from the
5 time that the trafficking victim is freed. [*Id.*] Thus, CoreCivic’s argument that the “class
6 period cannot reach back before May 31, 2010” is incorrect.

7 As to the CA Labor Law Class, Plaintiffs’ class claims for violations of California
8 wage and hour law are actionable from May 31, 2013 to the present because the UCL’s
9 four year statute of limitations applies to Plaintiffs’ claims. *Brandon v. Nat’l R.R.*
10 *Passenger Corp. Amtrak*, No. CV 12-5796 PSG VBKX, 2013 WL 800265 (C.D. Cal.
11 Mar. 1, 2013), at *3 (C.D. Cal. March 1, 2013) (holding that “[u]nder the UCL, wages are
12 recoverable, and courts favor UCL suits over claims under statutes with shorter statutes
13 of limitations”) (citing *Cortez v. Purolator Air Filtration Prods. Co.*, 23 Cal. 4th 163, 173
14 (2000)).

15 **2. The Proposed Classes Satisfy The Numerosity Requirement.**

16 The numerosity requirement is satisfied for each proposed class. Where, as here,
17 “the exact size of the class is unknown but general knowledge and common sense
18 indicate that it is large, the numerosity requirement is satisfied.” *Allen v. Similasan*
19 *Corp.*, 306 F.R.D. 635, 644 (S.D. Cal. 2015). In general, “courts find the numerosity
20 requirement satisfied when a class includes at least 40 members.” *Rannis v. Recchia*, 380
21 Fed. Appx. 646, 651 (9th Cir. 2010). The CA Labor Law Class has at least 8,346
22 putative class members. [Ex. 45-50, 88 (OMS Reports).] CoreCivic’s attempt at
23 manufacturing an issue out of thin air by claiming that the OMS reports cited by
24 Plaintiffs only show “55 detainees who received an account deposit for ‘Job Pay’” should
25 be disregarded. [Opp. at 18:21-19:1.] As CoreCivic knows, Plaintiffs filed excerpts of
26 the OMS reports because their size renders them nearly impossible to file on the public
27 docket. [Dkt. 85 (Ridley Decl.) at ¶ 59 (“Excerpts of the spreadsheets are attached hereto
28 as Exhibits 45 through Exhibit 88. Due to their size, Plaintiffs have excerpted the

1 documents, but can and will provide the Court with complete spreadsheets in native
2 format upon request.”] Tellingly, CoreCivic does not attempt to dispute Plaintiffs’
3 calculation that the California Labor Law Class contains at least 8,346 members.

4 Nor does CoreCivic meaningfully dispute that general knowledge and common
5 sense establish that the remaining four classes are large enough to satisfy the numerosity
6 requirement of Rule 23(a), even if their exact sizes are not currently known. *Allen*, 306
7 F.R.D. at 644. For the Basic Necessities Classes, CoreCivic’s commissary purchase
8 reports will show which detainees used their VWP wages to purchase basic living
9 necessities, which Plaintiffs reasonably believe will total several thousands of the 17,319
10 ICE detainees that worked through CoreCivic’s VWP in California between January 1,
11 2006 and the present and tens of thousands of the approximately 123,815 ICE detainees
12 that worked in CoreCivic’s California and non-California facilities between December
13 23, 2008 and the present. [Ex. 6 (Figueroa Dep.) at 18:14-19:6; Ex. 4 (Ellis Dep. (Vol.
14 2)) at 411:6-412:6; Ridley Decl. ¶ 59.] The Forced Labor Classes arise out of
15 CoreCivic’s policy and practice of requiring “*all*” ICE detainees to perform cleaning
16 work outside of the ICE detainees’ immediate living areas under threat of discipline.
17 [See *supra* Part II(B)(2)-(3).] Therefore, each of the proposed Forced Labor Classes will
18 necessarily include several thousands of former and current ICE detainees. [See *id.*]

19 **3. Commonality And Predominance Are Satisfied.**

20 The Opposition Brief argues that the commonality and predominance requirements
21 are not satisfied because CoreCivic does not have the policies or practices alleged by
22 Plaintiffs. However, as set forth in Part II(B), *supra*, the common policies and practices
23 alleged by Plaintiffs are either confirmed by CoreCivic in the Opposition Brief or
24 established by CoreCivic’s own written policies and Mr. Ellis’ testimony.

25 CoreCivic fails to address, and effectively concedes, that (1) its facilities use
26 template policies and procedures that are created by CoreCivic’s Facility Support Center,
27 which functions as CoreCivic’s “corporate office,” and (2) the use of the template
28 policies and procedures are mandatory such that the facilities do not have the ability to

1 “opt out” of them. [Ex. 3 (Ellis Dep. (Vol. 1) at 50:15-51:25, 54:24-55:4, 59:1-5, 68:1-9;
2 Ex. 6 (Figueroa Dep.) at 59:8-12.] CoreCivic’s argument also overlooks Mr. Ellis’
3 testimony that the VWP, sanitation, and discipline policies on which Plaintiffs rely are
4 “standard policies” that are applicable across CoreCivic’s facilities. [Ex. 3 (Ellis Dep.
5 (Vol. 1)) at 75:9-25; 77:13-17.]

6 At best, CoreCivic has created a dispute of material fact concerning the existence
7 of the policies and practices that are the subject of Plaintiffs’ class claims. But merely
8 denying the existence of a policy or practice in the face of overwhelming evidence to the
9 contrary is not sufficient to defeat class certification. *Howell v. Advantage RN, LLC*, No.
10 17-CV-0883 JLS (BLM), 2018 WL 3437123, at *2 (S.D. Cal. July 17, 2018) (holding
11 that “a weighing of competing evidence is inappropriate at this stage of the litigation”)
12 (citing *Staton v. Boeing Co.*, 327 F.3d 938, 954 (9th Cir. 2003)); *Tourgeman v. Collins*
13 *Fin. Servs., Inc.*, No. 08-CV-1392 JLS (NLS), 2011 WL 5025152, at *3 (S.D. Cal. Oct.
14 21, 2011) (holding that “the court may not go so far as to judge the validity of the moving
15 party’s claims” and noting that the court has “broad discretion” to certify the class)
16 (citing *Zinser v. Accufix Research Inst., Inc.*, 253 F.3d 1180, 1186 (9th Cir. 2001)).

17 Moreover, CoreCivic’s denial of the existence of the policies and practices
18 identified by Plaintiffs create “a viable common question” of whether such a policy
19 existed, “and the truth or falsity of that claim will drive the resolution of this case.” *See*
20 *Ruiz v. XPO Last Mile, Inc.*, No. 5CV2125 JLS (KSC), 2016 WL 4515859, at *7 (S.D.
21 Cal. Feb. 1, 2016). Because Plaintiffs’ claims all hinge on the existence of common
22 policies and practices, they necessarily depend on common contentions that are capable
23 of classwide resolution. *Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 588 (9th Cir.
24 2012) (providing that Rule 23(a)(2) is satisfied where the “class members’ claims
25 ‘depend upon a common contention’ such that ‘determination of its truth or falsity will
26 resolve an issue that is central to the validity of each [claim] in one stroke.’”) (quoting
27 *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)).

28 CoreCivic’s assertion that “individual questions predominate” because “a common

1 question cannot simply be whether all putative class members have ‘suffered a violation
2 of the same provision of law’” misses the mark entirely. [Opp. at 29:20-23.] Here,
3 Plaintiffs and the putative class members were subjected to the same generally applicable
4 policies and practices while involuntarily confined at CoreCivic as ICE detainees. Their
5 claims depend on whether the challenged policies and practices are unlawful and will
6 “prevail or fail in unison” based on the Court’s adjudication of that issue. *Amgen Inc. v.*
7 *Connecticut Ret. Plans & Tr. Funds*, 568 U.S. 455, 460 (2013). Plaintiffs’ claims under
8 the CA and Federal TVPA do not turn on “individualized inquiries.” [Opp. at 29:26.]
9 Where liability depends on a threat of disciplinary action, the statutes both call for the
10 application of an objective standard to determine whether a “reasonable person”—in this
11 case, ICE detainees involuntarily confined in a prison-like facility—would perform the
12 work mandated by CoreCivic. Cal. Penal Code § 236.1(h)(4); 18 U.S.C. § 1589(c)(2).

13 **4. Plaintiffs Satisfy The Typicality And Adequacy Requirements.**

14 Following a nearly five-page long summary of Plaintiffs’ declarations, which
15 document their firsthand experience of CoreCivic’s rampant violations of California labor
16 law, the UCL, and the CA and Federal TVPA, CoreCivic disingenuously concludes that
17 Plaintiffs are not typical or adequate class representatives. [Opp. at 24:7-9.] CoreCivic
18 does not dispute the adequacy of Plaintiffs’ proposed class counsel.

19 As to the CA Labor Law Class, CoreCivic appears to predicate its argument on the
20 assertion that Plaintiffs did not specifically define the dates and times on which the labor
21 law violations occurred. This is not a necessary hurdle for Mr. Owino and Mr. Gomez to
22 clear. The fact that Plaintiffs were incarcerated at a prison-like facility after having all of
23 their property and personal belongings confiscated would necessarily make it difficult for
24 Mr. Owino and Mr. Gomez to maintain records regarding the specifics of their
25 confinement. Tellingly, CoreCivic failed to submit any documents or records
26 establishing that Plaintiffs did not work during the applicable limitations period in spite
27 of the fact that CoreCivic employed Mr. Owino and Mr. Gomez and were better
28 positioned (and required by California law) to maintain such employment records. Cal.

1 Labor Code § 226. Nevertheless, Plaintiffs’ declarations establish their experiences at
2 CoreCivic *throughout* their periods of detention.⁸ CoreCivic’s remaining statute of
3 limitations challenges are similarly misplaced because “[c]ourts have been nearly
4 unanimous in holding that possible differences in the application of a statute of
5 limitations to individual class members, including the named plaintiff, does not preclude
6 certification of a class action so long as the necessary commonality and, in a 23(b)(3)
7 class action, predominance, are otherwise present.” *Dibb v. Allianceone Receivables*
8 *Mgmt., Inc.*, No. 14-5835 RJB, 2015 WL 8970778, at *8 (W.D. Wash. Dec. 16,
9 2015). Even if CoreCivic were correct, this would not defeat class certification,
10 Plaintiffs’ counsel have been retained by another former ICE detainee who was a VWP
11 worker in California through September 2018 that could be added as a class
12 representative and fully resolve any issues that the Court finds. *Nat’l Fed’n of Blind v.*
13 *Target Corp.*, 582 F.Supp.2d 1185, 1201 (N.D. Cal. 2007) (“As long as the proposed
14 class satisfies the requirements of Rule 23, the court may certify the class conditioned
15 upon the substitution of another named plaintiff.”).

16 With respect to the Basic Necessities Classes, CoreCivic argues that Plaintiffs
17 “received outside monetary support and did not need to work to purchase basic hygiene
18 supplies.” [Opp. at 23:26-27.] Whether Plaintiffs received contributions from outside
19 sources is immaterial because it does not change the fact that Plaintiffs worked through
20 the VWP for the purpose of purchasing basic living supplies resulting from CoreCivic’s
21 policy and practice of withholding adequate clothing and personal hygiene items from
22 ICE detainees. [See *supra* Part II(B)(4).] While other ICE detainees may not have
23 received contributions from outside sources, factual differences among class members do
24 not defeat typicality in a case dealing with a uniform policy or practice, provided that
25 “the unnamed class members have injuries similar to those of the named plaintiffs and
26 that the injuries result from the same, injurious course of conduct.” *Armstrong v. Davis*,

27
28 ⁸ CoreCivic’s own records also undermine its argument. [Supp. Ridley Decl. at Ex. 1
(2015 Owino Work Agreements); Ex. 2 (Gomez Account Summary).]

1 275 F.3d 849, 869 (9th Cir. 2001). Plaintiffs more than satisfy this standard.

2 Finally, for the Forced Labor Classes, CoreCivic contends that Plaintiffs “do[] not
3 even allege that [they] were placed in restrictive housing or otherwise disciplined for
4 refusing to work.” [Opp. at 23:24-26.] This is not the standard for liability under the CA
5 or Federal TVPA, which both prohibit “threats” of unlawful injury, force, physical
6 restraint, or serious harm to obtain work or services. Cal. Penal Code § 236.1(h)(3); 18
7 U.S.C. § 1589(a). Plaintiffs and the putative class members all worked as a direct result
8 of such threats. [See Part II(B)(3).] Plaintiffs can adequately represent the interests of a
9 national class because they were subjected to CoreCivic’s enterprise-wide policies and
10 practices and their claims are typical of the class. *Evans v. IAC/Interactive Corp.*, 244
11 F.R.D. 568, 573, 576 (C.D. Cal. 2007) (certifying Texas resident for national class where
12 he was subject to the same “common course of conduct” and “policy” of defendant).

13 In short, CoreCivic does not (and cannot) dispute that Plaintiffs (1) were
14 involuntarily confined at one or more of CoreCivic’s facilities as ICE detainees, (2)
15 worked through the VWP in California for \$1 per day, (3) cleaned common living areas
16 under threat of discipline for no pay at all, (4) provided evidence that CoreCivic
17 threatened ICE detainees with disciplinary action if they did not clean common living
18 areas, (5) provided evidence that they witnessed other ICE detainees being punished for
19 failure to clean common living areas, (6) provided evidence that they followed orders to
20 clean or perform work so as to avoid punishment as a result of witnessing CoreCivic
21 punishing other ICE detainees for refusing to comply with orders, and (7) provided
22 evidence that they were provided with insufficient clean clothing and personal hygiene
23 supplies such that they spent their VWP pay at the commissary to obtain basic living
24 necessities. [Opp. at 20:19-24:18.] CoreCivic’s attempt at creating a semantic dispute
25 regarding Plaintiffs’ declarations is without merit.

26 **5. Class Treatment Is The Superior Method Of Adjudication.**

27 CoreCivic does not dispute that class actions are superior under Rule 23(b)(3)
28 when they allow for the “vindication of the rights of groups of people who individually

1 would be without effective strength to bring their opponents into court at all.” *See*
2 *Menocal v. GEO Grp., Inc.*, 882 F.3d 905, 915 (10th Cir. 2018) (citing *Amchem Prods.,*
3 *Inc. v. Windsor*, 521 U.S. 591, 617 (1997)). Indeed, in drafting Rule 23(b)(3), “the
4 Advisory Committee had dominantly in mind vindication of ‘the rights of groups of
5 people who individually would be without effective strength to bring their opponents into
6 court at all.’” *Amchem Prod., Inc. v. Windsor*, 521 U.S. at 617. Nor does CoreCivic
7 dispute that many of the putative class members have a limited understanding of the law,
8 limited English skills, limited resources to pursue recovery, and a meaningful fear of
9 retaliation, which all “weigh in favor of class certification.” *Menocal*, 882 F.3d at 915.

10 CoreCivic’s arguments regarding other pending litigation against CoreCivic—in
11 addition to demonstrating the scope of CoreCivic’s enterprise-wide policies and
12 practices—confirms that the class members are geographically dispersed. *In re Monster*
13 *Worldwide, Inc. Securities Litig.*, 251 F.R.D. 132, 139 (S.D.N.Y 2008). CoreCivic’s
14 claim that the pending litigations in California, Georgia, and Texas show that the putative
15 class members have an interest in controlling their own separate actions is undermined by
16 the fact that all the actions cited by CoreCivic are also class actions. This lawsuit was the
17 first filed against CoreCivic and is the farthest along as it is the only case to have reached
18 the class certification stage. This Court has already ruled that *Carlos Gonzalez v.*
19 *CoreCivic*, 17-CV-2573 JLS (NLS) (S.D. Cal. 2017) is subordinate to this case, and it is
20 currently stayed. *Barrientos v. CoreCivic* and *Martha Gonazalez v CoreCivic* are both
21 stayed pending CoreCivic’s appeals to the 11th Circuit and 5th Circuit, respectively.

22 While CoreCivic complains that “individualized damages calculations can affect
23 the efficacy and judicial economy of trial management,” CoreCivic acknowledges that
24 “damage calculations cannot defeat class certification.” [Opp. at 35:2-5.] This is
25 especially true where, as here, liability depends on the common question of whether
26 CoreCivic’s challenged policies and practices were lawful.

27 **III. CONCLUSION**

28 Plaintiffs respectfully request that the Court grant the Motion in its entirety.

1 DATED: August 1, 2019

FOLEY & LARDNER LLP

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Eileen R. Ridley
Geoffrey M. Raux
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on August 1, 2019 to all counsel of record who are deemed to have consented to electronic service via the Court’s CM/ECF system per Civil Local Rule 5.4.

/s/ Eileen R. Ridley
Eileen R. Ridley

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11 Attorneys for Plaintiffs SYLVESTER OWINO,
12 JONATHAN GOMEZ, and the Proposed Class(es)

13 **UNITED STATES DISTRICT COURT**
14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 SYLVESTER OWINO and JONATHAN
16 GOMEZ, on behalf of themselves and all
17 others similarly situated,

Plaintiffs,

18 vs.

19 CORECIVIC, INC.,

20 Defendant.

21 CORECIVIC, INC.,

22 Counter-Claimant,

24 vs.

25 SYLVESTER OWINO and JONATHAN
26 GOMEZ, on behalf of themselves and all
27 others similarly situated,

Counter-Defendants.

Case No. 3:17-CV-01112-JLS-NLS

CLASS ACTION

**SUPPLEMENTAL DECLARATION
OF EILEEN R. RIDLEY IN SUPPORT
OF PLAINTIFFS' MOTION FOR
CLASS CERTIFICATION**

Date: August 22, 2019

Time: 2:00 p.m.

Place: Courtroom 4D

Judge: Hon. Janis L. Sammartino

Magistrate: Hon. Nita L. Stormes

DEMAND FOR JURY TRIAL

1 I, Eileen R. Ridley, hereby declare and state:

2 1. I am a member in good standing of the State Bar of California and the
3 United States District Court for the Southern District of California. I am a partner with
4 the law firm of Foley & Lardner LLP. I, along with my co-counsel, represent Plaintiffs
5 Sylvester Owino and Jonathan Gomez (“Plaintiffs”) and the proposed class(es) in the
6 above-captioned matter. I am familiar with the file, the documents, and the history
7 related to the action. I make this Supplemental Declaration in support of Plaintiffs’
8 Motion for Class Certification. This Declaration is based on my own personal
9 knowledge, and if called to testify, I could and would do so competently on the matters
10 stated herein.

11 23. Attached hereto as **Exhibit 1** is a true and correct copy of work agreements
12 executed by Plaintiff Sylvester Owino, Bates Nos. CCOG00025523-25532, which were
13 produced by Defendant to Plaintiffs during the course of discovery in this litigation.

14 23. Attached hereto as **Exhibit 2** is a true and correct copy of an Inmate
15 Account Summary for Plaintiff Jonathan Gomez, Bates Nos. CCOG00002465-2485,
16 which was produced by Defendant to Plaintiffs during the course of discovery in this
17 litigation.

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

20 DATED: August 1, 2019

21 /s/ Eileen R. Ridley
22 Eileen R. Ridley

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on August 1, 2019 to all counsel of record who are deemed to have consented to electronic service via the Court’s CM/ECF system per Civil Local Rule 5.4.




/s/ Eileen R. Ridley
Eileen R. Ridley

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Exhibit 1

CANTEEN CORRECTIONAL SERVICES INMATE WORKER KITCHEN RULES

1. Inmate must report to work in the proper uniform. Hair restraints supplied by Canteen Correctional Services must be worn working in the kitchen and during the meal service period.
2. Inmate kitchen workers must be clean and fingernails must be trimmed and clean.
3. Plastic gloves must be worn when handling any food during the various *preparation* and *cooking stages* and *during the serving of food*.
4. There is to be no smoking in any food preparation, storage, or service area. Smoking is allowed only in designated areas.
5. No sitting on the worktables or other equipment is allowed.
6. Horseplay and/or fighting will not be tolerated.
7. There will be no eating in the kitchen except at your scheduled mealtime and in the designated break or eating area.
8. There will be no drinking in any food preparation area. All beverages are to be consumed in the designated break or eating area.
9. *Leaving the kitchen area with food, beverages or utensils* without permission is prohibited.
10. No inmate is permitted a double portion of food.
11. Playing with tools or equipment is prohibited.
12. Only one inmate will be permitted to use the restroom at a time.
13. The use of foul or abusive language in the kitchen is prohibited.
14. Inmates working with knives or utensils are not permitted to leave the work area with those items.
15. Inmates are not allowed to serve themselves.
16. Inmates are expressly forbidden to leave the kitchen and/or department without first obtaining permission from the Canteen Supervisor.
17. Inmates on the serving line must be polite to the inmates they are feeding.
18. No inmate is permitted to operate any equipment without being trained by an employee of Canteen Correctional Services.
19. No inmate is allowed in any office area without permission.

Inmate Signature:  Date: 
Trainer/Manager's Signature:  Date: FEB 11 2015

CANTEEN CORRECTIONAL SERVICES INMATE AGREEMENT CONTRACT

DATE: 2/10/15

I, Sylvester Owino agree to abide by and follow any and all rules and regulations set by the CANTEEN Company and or any regulatory agency governing to operations of the Food Service Department.

1. I will perform duties as listed and described on any Job Description and any additional work assigned to me by a Food Service Supervisor to the best of my ability.
2. I will work the times assigned me as scheduled by the Food Service Department.
3. I will eat only during designed break times, set by the Food Service Department.
4. I will eat off the service line only those items and portions served to the General Population, unless assigned a special diet or unless permitted by a Food Service Supervisor.
5. I will not be in possession of, nor will I cook or prepare items which are not designated menued items for that particular meal for myself or others, unless directed to do so by a Food Service Supervisor.
6. I will not eat, drink, or smoke in any food preparation area, dish room, or food storage areas.
7. I am not allowed in the Food Service Department Office unless authorized by the Site Manager.
8. I will not attempt to nor remove any food items, supplies, or equipment from the Food Service Building unless directed to do so by Food Service Supervisor.
9. I will take breaks only when scheduled or approved by a Food Service Supervisor.
10. I will not bring any personal property into the kitchen or dining facility, including radios, stereos, games, cards, etc.
11. I will not enter the Food Service Department kitchen at unscheduled times, unless called for or authorized by a Supervisor.
12. I will wear clean kitchen whites and appropriate hair coverings at all times while in any food preparation, dish room or food storage areas.
13. I understand that by not complying with these and other rules and regulations listed and described in the *San Diego Correctional Facility Inmate/Detainee Admission and Orientation Handbook*, it could result in disciplinary action, loss of good time and or loss of my job.
14. I understand that I shall be evaluated on my job performance on a monthly basis, which could effect, pay, promotions, demotions or loss of job.

JOB: _____

Inmate Name: Owino Sylvester O
 Last First M.I. D. O.C.#

[Signature] 2/10/15
 SIGNATURE DATE

FOOD SERVICE SUPERVISOR: [Redacted] [Redacted] [Redacted]
 Last First MI Title

[Redacted] Sup
 SIGNATURE DATE
 FEB 11 2015

OWINO, SYLVESTER OTIENO
 A# [Redacted] ICE
 DATE 02/09/2015 TIME 2245
 DOB: [Redacted] MALE
 KENYA

C1

CANTEEN CORRECTIONAL FOOD SERVICES

INMATE JOB DESCRIPTION

JOB TITLE: UTILITY

WORK AREA: KITCHEN

NORMAL WORK HOURS: AM Shift or PM Shift. Shift will be assigned by Food Service Manager.

PAY SCALE: GRADE UNSKILLED

CAPSULE JOB DESCRIPTION: Assist in cleaning and sanitation of all areas in the kitchen. Must be in Utility position for a minimum of 90 and have three (3) evaluations of 2.5 or above to stay in position.

SPECIFIC WORK DUTIES:

1. Clean and sanitize all hot carts, segregation carts, and cambro carts when they are returned to the kitchen.
2. Clean and sanitize all dry storage racks and tray carts.
3. Clean and sanitize baking racks.
4. Keep kitchen floor swept and mopped at all times.
5. Keep floor drains clean.
6. Empty and wash out trash containers, as needed.
7. Assist in trash runs to dispose of trash.
8. Wash and sanitize walls, walk-ins, freezer doors, and tables, etc.
9. Follow all safety instructions and posted operational rules.
10. Any other duties asked of you by Food Service Staff.

SPECIAL REQUIREMENTS: Medical Clearance must be able to lift 40 lbs.

TERMINATION:

1. Failure to follow Safety Procedures.
2. Failure to follow Supervisor's instructions.
3. Excessive absenteeism.
4. Misconduct, horseplay, etc.
5. Theft
6. Unsatisfactory work performance.

NOTE: These are not all of your work duties; other duties may be assigned as deemed necessary.

PRINT NAME: Dwino Sylvester Otieno NUMBER: [REDACTED]

OFFENDER SIGNATURE: [Signature] DATE: 2/11/15

SUPERVISOR: [REDACTED] DATE: FEB 11 2015

CANTEEN CORRECTIONAL SERVICES

JOB DESCRIPTION

Our mission is to: Provide wholesome hot meals in a timely manner and in accordance to the established menu, to all residents and staff of San Diego Correctional Facility every day of the year.

SANITATION WORKER

PURPOSE: To maintain a clean and sanitary kitchen in a correctional food service program.

DUTIES:

- A. The *Sanitation Worker* in the area of "Sanitation" will:
 1. Check cleaning schedule daily.
 2. Assist in the cleaning of all areas of the kitchen.
 3. Use only authorized cleaning chemicals.
 4. Clean and sanitize equipment per written instructions.
 5. Sweep and mop floors as required throughout the day.
 6. Keep trash containers emptied.
 7. Clean restrooms, hand sinks, and break areas at designated times.
 8. Clean walls, ceilings and other areas with proper cleaning equipment.
 9. Keep all cleaning chemicals away from food area.
 10. Follow instructions from staff personnel in the cleaning and sanitizing of the kitchen.
 11. Assist in any other duties deemed necessary by food service.

- B. The *Sanitation Worker* in the area of "Equipment Usage" will:
 1. Completely understand the operation and safety procedures of all cleaning equipment.
 2. Make sure that equipment is in the proper working condition at all times.
 3. Place cleaning equipment in the proper working condition at all times.
 4. Assist in any other duties deemed necessary by food service.

"All kitchen workers will wear hair restraints, etc. while in the kitchen and gloves when handling food."

Print Name: Owino Sylvester Otieno A#: [REDACTED]

Signature: [Handwritten Signature] Date: 2/10/15

OWINO, SYLVESTER OTIENO
A# [REDACTED] ICE
DATE: 02/09/2015 TIME: 2245
DOB: [REDACTED] MALE
KENYA

**CANTEEN CORRECTIONAL SERVICES
INMATE TRAINING
LESSON PLAN**

COURSE TITLE: KITCHEN EQUIPMENT

Lesson Title: Kettles and Steamers – THE BASICS

Course Objective: To instruct the inmate on the various pieces of equipment listed above.

Equipment/Supplies Required: Demonstrator to lecture at each piece of equipment listed above point out its features and explain what it does.

Lesson Tools: Presenter Demonstrations/Lecture

Kettles and steamers enable a chef to prepare large amounts of food efficiently, since the heat is applied over a much larger area than is possible when a single burner is used. Cooking times for dishes prepared in steamers and large kettles are often shorter than for those prepared on a range top.

STEAM-JACKET KETTLE – This freestanding or tabletop kettle circulates steam through the walls of the jacket, providing even heat. Units vary: they may tilt, may be insulated and may have spigots or lids. Available in a range of sizes, these kettles are excellent for producing stocks, soups and sauces, as well as some casserole items. They are generally made of stainless steel and sometimes have specially treated non-stick surface. Gas or electric models are available.

TILTING KETTLE – This large, relatively shallow freestanding unit is used for braising, stewing and a host of other cooking processes. Most tilting kettles have lids, allowing for steaming, as well. They are usually made of stainless steel and are available in gas or electric models.

PRESSURE STEAMER – Water is heated under pressure in a sealed compartment, allowing it to reach higher than boiling temperature (212 degrees F.) The cooking time is controlled by automatic timers, which open the exhaust valves at the end. The doors cannot be opened until the pressure has been released.

CONVECTION STEAMER – The steamer generated in a boiler and then piped to the cooking chamber, where it is vented over the food. Pressure does not build up in the unit; it is continuously exhausted, which means the door may be opened at any time without danger of scalding or burning.

CANTEEN CORRECTIONAL SERVICES

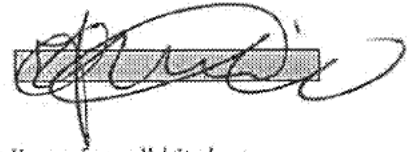
INMATE TRAINING

LESSON PLAN

OWINO, SYLVESTER OTIENO
A# [REDACTED] ICE
DATE: 02/09/2015 TIME: 2245
DOB: [REDACTED] MALE
KENYA

COURSE TITLE: KITCHEN EQUIPMENT

Lesson Title: Safety Precautions (all equipment)



Course Objective: To instruct inmate workers on the following safety guidelines for all kitchen equipment.

Equipment/Supplies Required: Slicer or Mixer to be used in demonstration.

Lesson Tools: Presenter Demonstrations/Lecture

Safety precautions must be observed and proper maintenance and cleaning must be consistently applied in order to keep equipment functioning properly and to prevent injury or accidents. Observe the following safety guidelines when working with any kitchen equipment.

1. Obtain proper instruction in the machine's safe operation. Do not be afraid to ask questions.
2. First turn off and then unplug electrical equipment before assembling or breaking down the equipment for cleaning.
3. Use all safety features: Be sure that lids are secure, hand guards are used, and the piece of equipment is stable.
4. Clean and sanitize the equipment thoroughly after each use.
5. Be sure that all pieces of equipment are properly reassembled and left unplugged after each use.
6. Report any problems or malfunctions promptly to your supervisor.

Presenter uses a particular piece of equipment to demonstrate safety features, break down, and set-up.

**CANTEEN CORRECTIONAL SERVICES
INMATE TRAINING
LESSON PLAN**

COURSE TITLE: KITCHEN EQUIPMENT

Lesson Title: Stoves, Ranges and Ovens – THE BASICS (Page 2)

OVENS – Ovens cook foods by surrounding them with hot air, a gentler and more even source of heat than the direct heat of a burner. Many types of roasted and baked food are prepared in ovens. Delicate foods, such as custards, are also cooked in an oven usually in a hot water bath (bain-marie). Different ovens are available to suit a variety of needs, and both the establishment's menu and its available space should be evaluated before determining what type and size oven to install.

Convection Oven – Hot air is forced through fans to circulate around the food, cooking it evenly and quickly. Some convection ovens have the capacity to introduce steam. They are available in gas or electric models, in a range of sizes, with stainless steel interiors and exteriors, and glass doors. Special features may include infrared and a convection-microwave combination.

Conventional Oven – The heat source is located on the bottom, underneath the deck, or floor, of the oven. Heat is conducted through the deck into the cavity. Conventional ovens can be located below a range top or as individual shelves arranged one above another. The latter are known as deck ovens, and the food is placed directly on the deck, (in a pan), instead of on a wire rack. Deck ovens usually are gas or electric, although charcoal and wood burning units are also options. The basic deck oven is most often used only for roasting, but several variations are available for other purposes. Additional styles of ovens include pizza ovens, rotary ovens, conveyor ovens and rotating deck ovens.

Slow Cookers/Combi Stoves – These stoves have been used extensively in Europe and are becoming more common in this country. The stove cooks at low temperatures, and may also steam foods. It can be used for both cooking and holding them at the correct serving temperatures, making them desirable in a number of different instances (catering, banquets, large scale operations). Some versions of these stoves are capable of smoking foods, as well.

**CANTEEN CORRECTIONAL SERVICES
INMATE TRAINING
LESSON PLAN**

COURSE TITLE: KITCHEN EQUIPMENT

Lesson Title: Stoves, Ranges and Ovens – THE BASICS

Course Objective: To instruct and demonstrate to the inmate workers the various pieces of equipment listed above.

Equipment/Supplies Required: Demonstrator to lecture at each piece of equipment listed above, point out its features and explain what it does.

Lesson Tools: Presenter Demonstrations/Lecture

It is difficult to imagine a kitchen without a stove. The stove top is known as the range; the oven is usually below the range. There are a number of different variations on this standard arrangement, however, just as there a number of different range tops and ovens available today.

RANGES – Gas or electric ranges are available in many sizes with various combinations of open burners, flattops (not to be confused with griddle units), and ring tops. Open burners and ring tips supply direct heat, which is easy to change and control. Small units known as candy stoves or stockpot ranges have rings of gas jets that allow for excellent heat control. Flat-tops provide indirect heat, which is more even and less intense than direct heat. Foods that require long, slow cooking, such as stocks, are more effectively cooked on a flat-top.

Open Burner – This is an individual grate-style burner that allows for easy adjustment of heat.

Flat-Top – This consists of a thick plate of cast-iron or steel set over the heat source. Flat-tops give relatively even and consistent heat but do not allow for quick adjustment of temperature.

Ring Top – This is flat-top with concentric rings or plates that can be removed to widen or close the opening, supplying more or less direct heat.

Induction Burner – This is a relatively new technology based on the transference of an electric current into a magnetic vibration. It is the vibration that heats the pan as it sits on the top of the burner. The food is cooked via heat transferred from the pan while the burner itself stays cool. All pans used on this type of burner must be made of steel or iron; copper and aluminum cookware will not respond to this type of process.

**CANTEEN CORRECTIONAL SERVICES
INMATE TRAINING
LESSON PLAN
COURSE TITLE: KITCHEN EQUIPMENT**

Lesson Title: Grinding, Slicing and Pureeing Equipment – THE BASICS

Course Objective: To instruct the inmate on the various pieces of equipment listed above.

Equipment/Supplies Required: Demonstrator to lecture at each piece of equipment listed above, point out its features and explain what it does.

Lesson Tools: Presenter Demonstrations/Lecture

MEAT GRINDER – This is a freestanding machine or an attachment for a standing mixer. A meat grinder should have "dies" of varying sizes and in general will have a feed tray and pusher. The "dies" determine the coarseness of the grind, the smaller the holes in the "die" the finer the grind. All food contact areas should be kept clean.

VERTICAL CHOPPING MACHINE – This machine operates on the same principle as a blender. A motor at the base is permanently attached to a bowl with integral blades. As a safety precaution, the hinged lid must be locked in place before the unit will operate. The vertical chopping machine is used to grind, whip emulsify, blend, or crush foods.

FOOD CHOPPER (Buffalo Chopper) – The food is placed in a rotating bowl that passes under a hood, where blades chop the food. Some units have hoppers or feed tubes and interchangeable disks for slicing, and grating. Food choppers are in floor and tabletop models and are generally made of aluminum with a stainless steel bowl.

FOOD PROCESSOR – This is a processing machine that houses the motor separately from the bowl, blades, and lid. Food processors can grind, crush, knead, and, with special disks, slice, julienne, and shred foods.

FOOD/MEAT SLICER – This machine is used to slice foods in even thickness. A carrier moves the food back and forth against circular blade, which is generally carbon steel. There may be separate motors to operate the carrier and the blade. To avoid injury, all safety features incorporated in a food slicer, especially the hand guard, should be used.

**CANTEEN CORRECTIONAL SERVICES
INMATE TRAINING
LESSON PLAN**

COURSE TITLE: KITCHEN EQUIPMENT

Lesson Title: Griddles and Grills – THE BASICS

Course Objective: To instruct and demonstrate to the inmate workers the various pieces of equipment listed above.

Equipment/Supplies Required: Demonstrator to lecture inmate workers the various pieces of equipment (if available), listed above.

Lesson Tools: Presenter Demonstrations/Lecture

There are two other over/range features, the griddle and the grill that are part of the traditional commercial food service setup.

GRIDDLE – Similar to a flat-top range top, a griddle has a heat source located beneath a thick plate of metal, generally cast-iron or steel. The food is cooked directly on this surface. A griddle may be a gas or electric.

GRILLS, BROILERS AND SALAMANDER – In a grill, the heat source is located below the rack, in a boiler or salamander the heat source is above. Some units have adjustable racks, which allow the food to be raised or lowered to control cooking speed. Most units are gas, although electric units with ceramic "rocks" create a bed of coals, producing the effect of a charcoal grill. Salamanders are small broilers used primarily to finish or glaze foods.

Exhibit 2

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
INMATE FUND								
06/20/12 07:34 CASH	\$0.80	\$0.80			INTAKE [REDACTED] DETAINEE	\$0.80	24744506	BAG#0111162
06/21/12 07:46 WESTERN UNION INTERFACE-AUTO ENTERE	\$20.00	\$20.00			N/A [REDACTED]	\$20.80	24768399	
06/21/12 10:40 PHONE TIME	-\$5.00	-\$5.00				\$15.80	24776405	
06/25/12 09:44 WESTERN UNION INTERFACE-AUTO ENTERE	\$40.00	\$40.00			N/A [REDACTED]	\$55.80	24793740	
06/25/12 11:14 PHONE TIME	-\$5.00	-\$5.00				\$50.80	24809428	
06/26/12 07:41 REGULAR COMMISSARY PURCHASE	-\$27.06	-\$27.06				\$23.74	24818520	COMMISSARY SUMMARY POSTING
06/26/12 11:14 PHONE TIME	-\$5.00	-\$5.00				\$18.74	24823354	
06/28/12 12:50 PHONE TIME	-\$15.00	-\$15.00				\$3.74	24848461	
07/02/12 10:06 WESTERN UNION INTERFACE-AUTO ENTERE	\$29.05	\$29.05			N/A [REDACTED]	\$32.79	24862523	
07/02/12 11:00 PHONE TIME	-\$5.00	-\$5.00				\$27.79	24876389	
07/03/12 07:30 REGULAR COMMISSARY PURCHASE	-\$23.60	-\$23.60				\$4.19	24887301	COMMISSARY SUMMARY POSTING
07/09/12 11:25 PHONE TIME	-\$4.00	-\$4.00				\$0.19	24958654	
07/17/12 09:11 WESTERN UNION INTERFACE-AUTO ENTERE	\$40.00	\$40.00			N/A [REDACTED]	\$40.19	25048823	
07/18/12 07:28 REGULAR COMMISSARY PURCHASE	-\$36.90	-\$36.90				\$3.29	25067543	COMMISSARY SUMMARY POSTING
07/24/12 09:11 WESTERN UNION INTERFACE-AUTO ENTERE	\$32.00	\$32.00			N/A [REDACTED]	\$35.29	25129014	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
07/25/12 07:22	-\$34.79	-\$34.79				\$0.50	25147563	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	
07/31/12 07:59	\$30.00	\$30.00			N/A	\$30.50	25283834	
WESTERN UNION INTERFACE-AUTO ENTERE			[REDACTED]					
08/01/12 07:29	-\$29.50	-\$29.50				\$1.00	25296991	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	
08/06/12 10:12	-\$1.00	-\$1.00				\$0.00	25357418	
PHONE TIME								
08/14/12 09:08	\$40.00	\$40.00			N/A	\$40.00	25448129	
WESTERN UNION INTERFACE-AUTO ENTERE			[REDACTED]					
08/15/12 07:21	-\$39.48	-\$39.48				\$0.52	25467856	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	
08/15/12 13:13	\$1.00	\$1.00				\$1.52	25474779	
VOIDED REGULAR PURCHASE			COMMISSARY SUMMARY REVERSAL				COMMISSARY SUMMARY REVERSAL	
08/15/12 13:14	-\$1.20	-\$1.20				\$0.32	25474791	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	
08/28/12 07:19	-\$40.25	-\$40.25				\$0.07	25605662	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	
08/28/12 08:42	\$40.00	\$40.00			N/A	\$40.32	25600953	
WESTERN UNION INTERFACE-AUTO ENTERE			[REDACTED]					
09/05/12 09:59	\$2.00	\$2.00			OTHER	\$2.07	25677338	
JOB PAY - NONREIMBURSABLE			9/1/12-9/2/12					
09/05/12 10:10	\$2.00	\$2.00			OTHER	\$4.07	25690712	
JOB PAY - NONREIMBURSABLE			9/3/12-9/4/12					
09/07/12 07:18	\$1.00	\$1.00			OTHER	\$5.07	25713652	
JOB PAY - NONREIMBURSABLE			9/5/12					
09/11/12 10:46	\$30.00	\$30.00			N/A	\$35.07	25756829	
WESTERN UNION INTERFACE-AUTO ENTERE			[REDACTED]					
09/11/12 13:10	\$3.00	\$3.00			OTHER	\$38.07	25767738	
JOB PAY - NONREIMBURSABLE			9/7/12-9/10/12					
09/12/12 07:21	-\$37.65	-\$37.65				\$0.42	25776959	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
09/13/12 12:13 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 9/11/12-9/12/12	\$2.42	25799761	
09/18/12 12:08 JOB PAY - NONREIMBURSABLE	\$3.00	\$3.00			OTHER 9/13/12-9/17/12	\$5.42	25849035	
09/19/12 07:31 REGULAR COMMISSARY PURCHASE	-\$5.20	-\$5.20			COMMISSARY SUMMARY POSTING	\$0.22	25856820	COMMISSARY SUMMARY POSTING
09/19/12 10:38 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 9/18/12	\$1.22	25859191	
09/20/12 12:23 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 9/19/12	\$2.22	25874341	
09/24/12 11:18 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 9/20/12-9/23/12	\$54.22	25904588	
09/24/12 12:56 WESTERN UNION INTERFACE-AUTO ENTERE	\$50.00	\$50.00			N/A [REDACTED]	\$52.22	25891828	
09/25/12 07:22 REGULAR COMMISSARY PURCHASE	-\$43.68	-\$43.68			COMMISSARY SUMMARY POSTING	\$10.54	25915557	COMMISSARY SUMMARY POSTING
09/25/12 13:59 REGULAR COMMISSARY PURCHASE	-\$5.01	-\$5.01			COMMISSARY SUMMARY POSTING	\$5.53	25923867	COMMISSARY SUMMARY POSTING
09/26/12 11:54 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 9/24/12-9/25/12	\$7.53	25933466	
09/27/12 13:40 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 9/26/12	\$8.53	25947567	
10/01/12 07:58 PHONE TIME	-\$5.00	-\$5.00				\$3.53	25968626	
10/01/12 13:22 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 9/27/12-9/30/12	\$5.53	25976055	
10/02/12 08:31 WESTERN UNION INTERFACE-AUTO ENTERE	\$30.00	\$30.00			N/A [REDACTED]	\$35.53	25979809	
10/02/12 12:41 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/1/12	\$36.53	25992050	
10/03/12 07:33 REGULAR COMMISSARY PURCHASE	-\$35.22	-\$35.22			COMMISSARY SUMMARY POSTING	\$1.31	26000847	COMMISSARY SUMMARY POSTING

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
10/03/12 12:30 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/2/12	\$2.31	26007726	
10/04/12 13:24 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/3/12	\$3.31	26024325	
10/09/12 12:35 JOB PAY - NONREIMBURSABLE	\$3.00	\$3.00			OTHER 10/5/12-10/8/12	\$6.31	26075780	
10/10/12 07:22 REGULAR COMMISSARY PURCHASE	-\$6.17	-\$6.17			COMMISSARY SUMMARY POSTING	\$0.14	26085589	COMMISSARY SUMMARY POSTING
10/11/12 07:11 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/09/12	\$1.14	26094383	
10/11/12 12:46 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/10/12	\$2.14	26108692	
10/16/12 07:42 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 10/12/12-10/14/12	\$4.14	26142964	
10/16/12 10:01 WESTERN UNION INTERFACE-AUTO ENTERE	\$50.00	\$50.00			N/A [REDACTED]	\$54.14	26146428	
10/16/12 11:45 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/15/12	\$55.14	26156615	
10/17/12 07:27 REGULAR COMMISSARY PURCHASE	-\$54.02	-\$54.02			COMMISSARY SUMMARY POSTING	\$1.12	26164458	COMMISSARY SUMMARY POSTING
10/17/12 12:50 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/16/12	\$2.12	26170105	
10/18/12 13:26 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/17/12	\$3.12	26186411	
10/22/12 10:51 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 10/18/12-10/21/12	\$5.12	26216716	
10/24/12 07:35 REGULAR COMMISSARY PURCHASE	-\$4.78	-\$4.78			COMMISSARY SUMMARY POSTING	\$0.34	26239617	COMMISSARY SUMMARY POSTING
10/24/12 12:01 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 10/22/12-10/23/12	\$2.34	26243244	
10/24/12 12:04 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 10/22/12-10/23/12	\$4.34	26243244	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

**SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013**

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: ██████████
AGENCY #: ████████
PERM #: ██████
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
10/25/12 12:43 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 10/24/12	\$5.34	26256931	
10/26/12 10:29 JOB PAY - NONREIMBURSABLE	-\$2.00	-\$2.00			OTHER 10/22/12-10/23/12	\$3.34	26243244	
10/29/12 11:18 WESTERN UNION INTERFACE-AUTO ENTERE	\$30.00	\$30.00			N/A ██████████	\$33.34	26272118	
10/29/12 12:53 JOB PAY - NONREIMBURSABLE	\$4.00	\$4.00			OTHER 10/25/12-10/28/12	\$37.34	26285470	
10/30/12 07:26 REGULAR COMMISSARY PURCHASE	-\$30.04	-\$30.04			COMMISSARY SUMMARY POSTING	\$7.30	26293324	COMMISSARY SUMMARY POSTING
11/01/12 07:51 CR - POSTAGE	-\$5.04	-\$5.04			██████████	\$2.26	26312430	
11/01/12 10:05 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 10/29/12-10/30/12	\$4.26	26303677	
11/05/12 10:56 WESTERN UNION INTERFACE-AUTO ENTERE	\$40.00	\$40.00			N/A ██████████	\$44.26	26337248	
11/05/12 11:54 JOB PAY - NONREIMBURSABLE	\$3.00	\$3.00			OTHER 10/31/12-11/4/12	\$47.26	26357941	
11/07/12 07:11 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/5/12	\$48.26	26374814	
11/07/12 07:39 REGULAR COMMISSARY PURCHASE	-\$47.56	-\$47.56			COMMISSARY SUMMARY POSTING	\$0.70	26386609	COMMISSARY SUMMARY POSTING
11/08/12 12:53 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/7/12	\$1.70	26393365	
11/09/12 10:19 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/7/12	\$2.70	26410460	
11/09/12 12:02 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/8/12	\$3.70	26425156	
11/14/12 07:30 REGULAR COMMISSARY PURCHASE	-\$3.66	-\$3.66			COMMISSARY SUMMARY POSTING	\$0.04	26468004	COMMISSARY SUMMARY POSTING
11/14/12 08:19 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 11/9/12-11/12/12	\$2.04	26458480	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: ████████
PERM: ██████

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
11/15/12 05:38 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/13/12	\$3.04	26475420	
11/15/12 10:48 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/14/12	\$4.04	26487319	
11/16/12 06:54 PHONE TIME	-\$4.00	-\$4.00				\$0.04	26496810	
11/16/12 11:45 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/15/12	\$1.04	26500443	
11/19/12 07:13 REGULAR COMMISSARY PURCHASE	-\$48.39	-\$48.39			COMMISSARY SUMMARY POSTING	\$2.65	26515425	COMMISSARY SUMMARY POSTING
11/19/12 08:39 WESTERN UNION INTERFACE-AUTO ENTERE	\$50.00	\$50.00			N/A [REDACTED]	\$51.04	26503547	
11/19/12 12:31 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/16/12-11/18/12	\$3.65	26523453	
11/20/12 11:47 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/19/12	\$4.65	26537167	
11/21/12 10:16 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/20/12	\$5.65	26551143	
11/26/12 12:45 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/23/12-11/25/12	\$6.65	26580594	
11/26/12 12:48 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 11/21/12-11/22/12	\$8.65	26581402	
11/27/12 13:12 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/26/12	\$9.65	26597969	
11/28/12 11:50 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/27/12	\$10.65	26608083	
11/29/12 12:37 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/28/12	\$11.65	26622127	
12/03/12 08:12 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/29/12	\$12.65	26630274	
12/04/12 07:23 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 11/30/12-12/2/12	\$63.65	26656840	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
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INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
12/04/12 08:25	\$50.00	\$50.00			N/A	\$62.65	26658507	
WESTERN UNION INTERFACE-AUTO ENTERE [REDACTED]								
12/04/12 12:06	\$1.00	\$1.00			OTHER	\$64.65	26671103	
JOB PAY - NONREIMBURSABLE 12/3/12								
12/05/12 07:28	-\$48.18	-\$48.18				\$16.47	26680250	
REGULAR COMMISSARY PURCHASE COMMISSARY SUMMARY POSTING COMMISSARY SUMMARY POSTING								
12/06/12 07:44	\$1.00	\$1.00			OTHER	\$17.47	26687752	
JOB PAY - NONREIMBURSABLE 12/4/12								
12/06/12 12:58	\$1.00	\$1.00			OTHER	\$18.47	26706267	
JOB PAY - NONREIMBURSABLE 12/5/12								
12/10/12 11:55	\$1.00	\$1.00			OTHER	\$19.47	26726951	
JOB PAY - NONREIMBURSABLE 12/7								
12/11/12 11:22	\$1.00	\$1.00			OTHER	\$20.47	26748604	
JOB PAY - NONREIMBURSABLE 12/6/12 12/8/12-12/9/12								
12/12/12 07:32	-\$10.88	-\$10.88				\$9.59	26772940	
REGULAR COMMISSARY PURCHASE COMMISSARY SUMMARY POSTING COMMISSARY SUMMARY POSTING								
12/12/12 11:37	\$1.00	\$1.00			OTHER	\$10.59	26765748	
JOB PAY - NONREIMBURSABLE 12/10/12								
12/13/12 07:29	\$1.00	\$1.00			OTHER	\$11.59	26782335	
JOB PAY - NONREIMBURSABLE 12/11/12								
12/13/12 12:45	\$1.00	\$1.00			OTHER	\$12.59	26793602	
JOB PAY - NONREIMBURSABLE 12/12/12								
12/17/12 07:12	\$1.00	\$1.00			OTHER	\$13.59	26812734	
JOB PAY - NONREIMBURSABLE 12/13/12								
12/17/12 11:03	\$40.00	\$40.00			N/A	\$53.59	26813755	
WESTERN UNION INTERFACE-AUTO ENTERE [REDACTED]								
12/18/12 12:38	\$1.00	\$1.00			OTHER	\$54.59	26845880	
JOB PAY - NONREIMBURSABLE 12/17/12								
12/19/12 07:32	-\$52.15	-\$52.15				\$2.44	26855308	
REGULAR COMMISSARY PURCHASE COMMISSARY SUMMARY POSTING COMMISSARY SUMMARY POSTING								
12/20/12 11:54	\$1.00	\$1.00			OTHER	\$3.44	26872439	
JOB PAY - NONREIMBURSABLE 12/19/12								

INMATE NAME: [REDACTED]
AGENCY #: [REDACTED]
PERM: 1883583

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INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
12/26/12 06:00	\$2.00	\$2.00			OTHER	\$5.44	26901931	
JOB PAY - NONREIMBURSABLE					12/20/12-12/21/12			
12/26/12 08:27	\$50.00	\$50.00			N/A	\$55.44	26903606	
WESTERN UNION INTERFACE-AUTO ENTERE					[REDACTED]			
12/26/12 11:03	\$2.00	\$2.00			OTHER	\$57.44	26915066	
JOB PAY - NONREIMBURSABLE					12/24/12-12/25/12			
12/27/12 07:27	-\$55.55	-\$55.55				\$1.89	26928125	
REGULAR COMMISSARY PURCHASE					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
12/28/12 06:25	\$1.00	\$1.00			OTHER	\$2.89	26934858	
JOB PAY - NONREIMBURSABLE					12/26/12			
01/02/13 09:55	\$4.00	\$4.00			OTHER	\$6.89	26972154	
JOB PAY - NONREIMBURSABLE					12/27/12-1/1/13			
01/03/13 07:21	-\$4.90	-\$4.90				\$1.99	26987786	
REGULAR COMMISSARY PURCHASE					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
01/07/13 09:08	\$2.00	\$2.00			OTHER	\$3.99	27014484	
JOB PAY - NONREIMBURSABLE					1/2,3			
01/08/13 07:59	\$1.00	\$1.00			OTHER	\$44.99	27037290	
JOB PAY - NONREIMBURSABLE					01/04			
01/08/13 08:41	\$40.00	\$40.00			N/A	\$43.99	27039594	
WESTERN UNION INTERFACE-AUTO ENTERE					[REDACTED]			
01/09/13 07:37	-\$43.63	-\$43.63				\$1.36	27061155	
REGULAR COMMISSARY PURCHASE					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
01/09/13 12:12	\$2.00	\$2.00			OTHER	\$3.36	27066396	
JOB PAY - NONREIMBURSABLE					01/07, 08			
01/10/13 11:38	\$1.00	\$1.00			OTHER	\$4.36	27084434	
JOB PAY - NONREIMBURSABLE					01/09			
01/11/13 11:39	\$1.00	\$1.00			OTHER	\$5.36	27097145	
JOB PAY - NONREIMBURSABLE					01/10			
01/14/13 12:12	\$1.00	\$1.00			OTHER	\$6.36	27118364	
JOB PAY - NONREIMBURSABLE					01/11			
01/15/13 12:13	\$70.00	\$70.00			N/A	\$76.36	27128343	
WESTERN UNION INTERFACE-AUTO ENTERE					[REDACTED]			

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

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INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
01/15/13 12:49 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 01/14	\$77.36	27134457	
01/16/13 07:30 REGULAR COMMISSARY PURCHASE	-\$75.34	-\$75.34			COMMISSARY SUMMARY POSTING	\$2.02	27143411	COMMISSARY SUMMARY POSTING
01/16/13 09:52 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 01/15	\$3.02	27144815	
01/17/13 10:25 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 01/16	\$4.02	27160320	
01/22/13 10:50 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 1/17, 1/18	\$6.02	27181471	
01/22/13 12:48 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 01/21	\$7.02	27204447	
01/23/13 07:33 REGULAR COMMISSARY PURCHASE	-\$6.60	-\$6.60			COMMISSARY SUMMARY POSTING	\$0.42	27213066	COMMISSARY SUMMARY POSTING
01/23/13 12:04 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 01/22	\$1.42	27216369	
01/25/13 11:10 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 01/23, 24	\$3.42	27240944	
01/28/13 07:58 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 01/25	\$4.42	27247161	
01/29/13 07:36 REGULAR COMMISSARY PURCHASE	-\$4.16	-\$4.16			COMMISSARY SUMMARY POSTING	\$0.26	27272868	COMMISSARY SUMMARY POSTING
01/29/13 10:08 WESTERN UNION INTERFACE-AUTO ENTERE	\$50.00	\$50.00			N/A [REDACTED]	\$50.26	27267272	
01/29/13 14:30 REGULAR COMMISSARY PURCHASE	-\$49.67	-\$49.67			COMMISSARY SUMMARY POSTING	\$0.59	27281131	COMMISSARY SUMMARY POSTING
01/30/13 12:25 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 01/28, 29	\$2.59	27289923	
02/04/13 05:30 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 01/30, 31	\$4.59	27311741	
02/05/13 11:23 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 02/01, 04	\$6.59	27346044	

INMATE NAME: GOMEZ, JONATHAN
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PERM: [REDACTED]

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INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
02/06/13 07:34 REGULAR COMMISSARY PURCHASE	-\$5.41	-\$5.41				\$1.18	27358630	
					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
02/07/13 11:24 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 02/05, 06	\$3.18	27380654	
02/08/13 10:48 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 02/07	\$4.18	27401497	
02/12/13 08:11 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 02/08, 11	\$6.18	27434002	
02/12/13 10:19 WESTERN UNION INTERFACE-AUTO ENTERE	\$40.00	\$40.00			N/A [REDACTED]	\$46.18	27428026	
02/13/13 07:46 REGULAR COMMISSARY PURCHASE	-\$34.63	-\$34.63				\$11.55	27449185	
					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
02/13/13 09:39 CR - POSTAGE	-\$5.32	-\$5.32				\$6.23	27451534	
02/14/13 11:37 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 02/12, 13	\$8.23	27466777	
02/19/13 11:37 WESTERN UNION INTERFACE-AUTO ENTERE	\$40.00	\$40.00			N/A [REDACTED]	\$48.23	27500437	
02/19/13 12:14 JOB PAY - NONREIMBURSABLE	\$3.00	\$3.00			OTHER 02/14, 15, 18	\$51.23	27507396	
02/20/13 07:33 REGULAR COMMISSARY PURCHASE	-\$50.36	-\$50.36				\$0.87	27521848	
					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
02/22/13 09:45 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 02/19, 20	\$2.87	27542025	
02/26/13 08:11 REGULAR COMMISSARY PURCHASE	-\$2.07	-\$2.07				\$0.80	27585736	
					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
02/26/13 12:17 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 02/21, 22	\$2.80	27575991	
02/26/13 12:32 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 02/25	\$3.80	27587146	
02/26/13 12:47 REGULAR COMMISSARY PURCHASE	-\$3.19	-\$3.19				\$0.61	27591613	
					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

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PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
03/01/13 11:21 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 2/26/13-2/27/13	\$2.61	27613171	
03/05/13 10:35 JOB PAY - NONREIMBURSABLE	\$3.00	\$3.00			OTHER 02/28, 03/03, 04	\$5.61	27661681	
03/06/13 07:30 REGULAR COMMISSARY PURCHASE	-\$4.96	-\$4.96			COMMISSARY SUMMARY POSTING	\$0.65	27675234	COMMISSARY SUMMARY POSTING
03/08/13 05:31 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 03/05, 06	\$2.65	27700686	
03/08/13 10:59 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/07	\$3.65	27713128	
03/11/13 10:31 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/10	\$4.65	27733577	
03/12/13 13:24 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/11	\$5.65	27755568	
03/13/13 07:32 REGULAR COMMISSARY PURCHASE	-\$2.00	-\$2.00			COMMISSARY SUMMARY POSTING	\$3.65	27763171	COMMISSARY SUMMARY POSTING
03/14/13 10:26 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 03/12, 13	\$5.65	27782372	
03/18/13 07:36 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 3/14	\$6.65	27807361	
03/18/13 12:20 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/17	\$7.65	27820749	
03/19/13 08:56 WESTERN UNION INTERFACE-AUTO ENTERE	\$60.00	\$60.00			N/A [REDACTED]	\$67.65	27827354	
03/19/13 11:51 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/18	\$68.65	27837464	
03/20/13 07:26 REGULAR COMMISSARY PURCHASE	-\$66.35	-\$66.35			COMMISSARY SUMMARY POSTING	\$2.30	27846339	COMMISSARY SUMMARY POSTING
03/20/13 13:29 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/19	\$3.30	27847992	
03/22/13 12:15 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/20	\$4.30	27864236	

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PERM: [REDACTED]

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AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
03/22/13 12:20 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/21	\$5.30	27872668	
03/25/13 10:08 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/24	\$6.30	27891845	
03/26/13 07:26 REGULAR COMMISSARY PURCHASE	-\$5.96	-\$5.96			COMMISSARY SUMMARY POSTING	\$0.34	27902604	COMMISSARY SUMMARY POSTING
03/26/13 11:32 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/25	\$1.34	27904219	
03/27/13 10:04 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/26	\$2.34	27918013	
03/28/13 12:21 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 03/27	\$3.34	27930696	
04/02/13 11:49 JOB PAY - NONREIMBURSABLE	\$4.00	\$4.00			OTHER 03/27, 28, 31, 04/01	\$7.34	27974687	
04/03/13 07:34 REGULAR COMMISSARY PURCHASE	-\$7.05	-\$7.05			COMMISSARY SUMMARY POSTING	\$0.29	27989438	COMMISSARY SUMMARY POSTING
04/03/13 10:19 WESTERN UNION INTERFACE-AUTO ENTERE	\$60.00	\$60.00			N/A [REDACTED]	\$60.29	27985141	
04/04/13 12:35 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/02	\$61.29	27992057	
04/04/13 12:42 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/03	\$62.29	28008278	
04/05/13 10:52 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/04	\$63.29	28022741	
04/08/13 09:50 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/07	\$64.29	328042164	
04/09/13 09:27 WESTERN UNION INTERFACE-AUTO ENTERE	\$30.00	\$30.00			N/A [REDACTED]	\$94.29	328054429	
04/09/13 12:20 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/08	\$95.29	328061574	
04/10/13 07:34 REGULAR COMMISSARY PURCHASE	-\$79.97	-\$79.97			COMMISSARY SUMMARY POSTING	\$15.32	328077551	COMMISSARY SUMMARY POSTING

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

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INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
04/11/13 05:49 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/09	\$16.32	328086956	
04/12/13 05:36 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/10	\$17.32	328097908	
04/12/13 12:34 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/11	\$18.32	328116011	
04/15/13 12:44 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 4/14/13	\$19.32	328137406	
04/17/13 07:26 REGULAR COMMISSARY PURCHASE	-\$18.49	-\$18.49			COMMISSARY SUMMARY POSTING	\$0.83	328158274	COMMISSARY SUMMARY POSTING
04/19/13 12:15 JOB PAY - NONREIMBURSABLE	\$4.00	\$4.00			OTHER 4/12-4/15-4/16-4/17	\$4.83	328180758	
04/22/13 08:02 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/18	\$5.83	328197989	
04/22/13 13:14 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/21	\$6.83	328207125	
04/23/13 09:45 WESTERN UNION INTERFACE-AUTO ENTERE	\$60.00	\$60.00			N/A [REDACTED]	\$66.83	328213774	
04/23/13 12:52 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/22	\$67.83	328221508	
04/24/13 07:26 REGULAR COMMISSARY PURCHASE	-\$58.52	-\$58.52			COMMISSARY SUMMARY POSTING	\$9.31	328232905	COMMISSARY SUMMARY POSTING
04/24/13 10:14 VOIDED REGULAR PURCHASE	\$2.41	\$2.41			COMMISSARY SUMMARY REVERSAL	\$11.72	328236975	COMMISSARY SUMMARY REVERSAL
04/25/13 13:28 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 04/23, 24	\$13.72	328248548	
04/29/13 07:48 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/25	\$14.72	328260664	
04/30/13 05:41 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 04/28	\$15.72	328283579	
05/01/13 07:28 REGULAR COMMISSARY PURCHASE	-\$15.31	-\$15.31			COMMISSARY SUMMARY POSTING	\$0.41	328296895	COMMISSARY SUMMARY POSTING

INMATE NAME: [REDACTED]
AGENCY #: [REDACTED]
PERM: [REDACTED]

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INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
05/01/13 12:19 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 04/29, 30	\$2.41	328299418	
05/02/13 12:22 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 05/01	\$3.41	328318084	
05/03/13 11:13 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 05/02	\$4.41	328332698	
05/07/13 07:57 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 05/05	\$45.41	328363891	
05/07/13 09:07 WESTERN UNION INTERFACE-AUTO ENTERE	\$40.00	\$40.00			N/A [REDACTED]	\$44.41	328365683	
05/08/13 07:09 REGULAR COMMISSARY PURCHASE	-\$45.29	-\$45.29			COMMISSARY SUMMARY POSTING	\$0.12	328386701	COMMISSARY SUMMARY POSTING
05/08/13 07:39 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 05/06	\$1.12	328380655	
05/10/13 07:40 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 05/07, 08	\$3.12	328413010	
05/13/13 08:03 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 05/09	\$4.12	328430138	
05/14/13 10:06 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 05/12, 13	\$6.12	328458783	
05/15/13 07:18 REGULAR COMMISSARY PURCHASE	-\$5.74	-\$5.74			COMMISSARY SUMMARY POSTING	\$0.38	328472556	COMMISSARY SUMMARY POSTING
05/17/13 12:31 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 05/15, 16	\$2.38	328504183	
05/20/13 08:10 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 05/14	\$3.38	328506226	
05/21/13 05:54 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 05/19	\$4.38	328521642	
05/22/13 07:09 REGULAR COMMISSARY PURCHASE	-\$3.84	-\$3.84			COMMISSARY SUMMARY POSTING	\$0.54	328542157	COMMISSARY SUMMARY POSTING
05/22/13 08:19 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 05/20, 21	\$2.54	328542452	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
05/28/13 08:00	-\$2.44	-\$2.44				\$0.10	328589226	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	
05/28/13 15:56	\$60.00	\$60.00			49120106	\$60.10	328574453	
WELLS FARGO INTERFACE-AUTO ENTERED			[REDACTED]					
05/29/13 05:52	\$4.00	\$4.00			OTHER	\$64.10	328594911	
JOB PAY - NONREIMBURSABLE			05/22, 23, 26, 27					
05/29/13 05:53	\$2.00	\$2.00			OTHER	\$66.10	328595711	
JOB PAY - NONREIMBURSABLE			05/24-25					
05/30/13 12:32	\$2.00	\$2.00			OTHER	\$68.10	328622012	
JOB PAY - NONREIMBURSABLE			05/28, 29					
06/03/13 08:05	\$1.00	\$1.00			OTHER	\$69.10	328630622	
JOB PAY - NONREIMBURSABLE			05/30					
06/04/13 08:22	\$1.00	\$1.00			OTHER	\$70.10	328656106	
JOB PAY - NONREIMBURSABLE			06/02					
06/04/13 12:59	\$1.00	\$1.00			OTHER	\$71.10	328670455	
JOB PAY - NONREIMBURSABLE			06/03					
06/05/13 07:11	-\$70.70	-\$70.70				\$0.40	328679221	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	
06/06/13 08:03	\$1.00	\$1.00			OTHER	\$1.40	328686760	
JOB PAY - NONREIMBURSABLE			06/04					
06/07/13 08:23	\$2.00	\$2.00			OTHER	\$3.40	328712658	
JOB PAY - NONREIMBURSABLE			06/05, 06					
06/10/13 11:23	\$2.00	\$2.00			OTHER	\$5.40	328725106	
JOB PAY - NONREIMBURSABLE			05/31, 06/01					
06/10/13 15:57	\$50.00	\$50.00			N/A	\$55.40	328724338	
WESTERN UNION INTERFACE-AUTO ENTERED			[REDACTED]					
06/11/13 09:44	\$1.00	\$1.00			OTHER	\$56.40	328743053	
JOB PAY - NONREIMBURSABLE			06/09					
06/11/13 10:09	\$1.00	\$1.00			OTHER	\$57.40	328747574	
JOB PAY - NONREIMBURSABLE			06/08					
06/12/13 07:10	-\$55.93	-\$55.93				\$1.47	328770815	
REGULAR COMMISSARY PURCHASE			COMMISSARY SUMMARY POSTING				COMMISSARY SUMMARY POSTING	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
06/12/13 09:53 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 06/10	\$2.47	328765762	
06/12/13 10:26 VOIDED REGULAR PURCHASE	\$0.76	\$0.76			COMMISSARY SUMMARY REVERSAL	\$3.23	328776806	COMMISSARY SUMMARY REVERSAL
06/12/13 10:27 REGULAR COMMISSARY PURCHASE	-\$1.95	-\$1.95			COMMISSARY SUMMARY POSTING	\$1.28	328776877	COMMISSARY SUMMARY POSTING
06/13/13 12:29 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 06/11	\$2.28	328780945	
06/13/13 12:39 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 06/12	\$3.28	328790669	
06/17/13 09:54 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 06/13	\$4.28	328811232	
06/18/13 10:12 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 6/16	\$5.28	328827380	
06/19/13 07:09 REGULAR COMMISSARY PURCHASE	-\$5.20	-\$5.20			COMMISSARY SUMMARY POSTING	\$0.08	328851013	COMMISSARY SUMMARY POSTING
06/19/13 08:07 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 6/17	\$1.08	328845434	
06/24/13 07:56 JOB PAY - NONREIMBURSABLE	\$3.00	\$3.00			OTHER 06/15, 06/18, 19	\$4.08	328868864	
06/24/13 10:04 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 6/20	\$5.08	328885946	
06/24/13 10:10 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 6/7,14	\$7.08	328901112	
06/25/13 07:14 REGULAR COMMISSARY PURCHASE	-\$9.86	-\$9.86			COMMISSARY SUMMARY POSTING	\$47.27	328910391	COMMISSARY SUMMARY POSTING
06/25/13 08:49 WESTERN UNION INTERFACE-AUTO ENTERE	\$50.05	\$50.05			N/A [REDACTED]	\$57.13	328905821	
06/25/13 09:03 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 6-23	\$48.27	328904340	
06/26/13 11:27 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 6-24	\$49.27	328915886	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
06/26/13 11:44	\$1.00	\$1.00			OTHER	\$50.27	328927923	
JOB PAY - NONREIMBURSABLE							6-25	
06/27/13 12:42	\$1.00	\$1.00			OTHER	\$51.27	328941363	
JOB PAY - NONREIMBURSABLE							6-26	
07/01/13 08:29	\$1.00	\$1.00			OTHER	\$52.27	328949097	
JOB PAY - NONREIMBURSABLE							6-27	
07/01/13 12:31	\$1.00	\$1.00			OTHER	\$53.27	328966080	
JOB PAY - NONREIMBURSABLE							6/28	
07/01/13 12:47	\$1.00	\$1.00			OTHER	\$54.27	328961146	
JOB PAY - NONREIMBURSABLE							6/30	
07/02/13 07:23	-\$35.35	-\$35.35				\$18.92	328981647	
REGULAR COMMISSARY PURCHASE					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
07/03/13 05:43	\$1.00	\$1.00			OTHER	\$19.92	328991000	
JOB PAY - NONREIMBURSABLE							7/1/2013	
07/05/13 10:13	\$1.00	\$1.00			OTHER	\$20.92	329015500	
JOB PAY - NONREIMBURSABLE							7/3	
07/05/13 10:16	\$1.00	\$1.00			OTHER	\$21.92	329008891	
JOB PAY - NONREIMBURSABLE							7/2	
07/09/13 09:39	\$40.00	\$40.00			N/A	\$61.92	329050817	
WESTERN UNION INTERFACE-AUTO ENTERE							[REDACTED]	
07/10/13 07:13	-\$16.38	-\$16.38				\$45.54	329071582	
REGULAR COMMISSARY PURCHASE					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
07/10/13 08:07	\$3.00	\$3.00			OTHER	\$48.54	329056579	
JOB PAY - NONREIMBURSABLE							07/04, 07, 08	
07/12/13 08:11	\$1.00	\$1.00			OTHER	\$49.54	329078288	
JOB PAY - NONREIMBURSABLE							07/09	
07/12/13 11:17	\$1.00	\$1.00			OTHER	\$50.54	329092711	
JOB PAY - NONREIMBURSABLE							07/10	
07/15/13 07:40	\$3.00	\$3.00			OTHER	\$53.54	329117829	
JOB PAY - NONREIMBURSABLE							7/11 7/12 7/13	
07/17/13 07:13	-\$51.83	-\$51.83				\$1.71	329151801	
REGULAR COMMISSARY PURCHASE					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	

INMATE NAME: [REDACTED]
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
07/17/13 09:29 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/14	\$32.71	329130170	
07/17/13 09:44 WESTERN UNION INTERFACE-AUTO ENTERE	\$30.00	\$30.00			N/A [REDACTED]	\$31.71	329148399	
07/17/13 09:45 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/15	\$33.71	329140793	
07/17/13 10:28 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/16	\$34.71	329149151	
07/17/13 10:30 VOIDED REGULAR PURCHASE	\$18.26	\$18.26			COMMISSARY SUMMARY REVERSAL	\$52.97	329155672	COMMISSARY SUMMARY REVERSAL
07/17/13 10:30 REGULAR COMMISSARY PURCHASE	-\$18.26	-\$18.26			COMMISSARY SUMMARY POSTING	\$34.71	329155675	COMMISSARY SUMMARY POSTING
07/22/13 06:03 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 07/17, 18	\$36.71	329185509	
07/23/13 10:22 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/21	\$77.71	329202370	
07/23/13 10:49 WESTERN UNION INTERFACE-AUTO ENTERE	\$40.00	\$40.00			N/A [REDACTED]	\$76.71	329206065	
07/23/13 13:28 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/22	\$78.71	329213608	
07/24/13 07:15 REGULAR COMMISSARY PURCHASE	-\$66.68	-\$66.68			COMMISSARY SUMMARY POSTING	\$12.03	329221936	COMMISSARY SUMMARY POSTING
07/24/13 10:23 REGULAR COMMISSARY PURCHASE	-\$4.38	-\$4.38			COMMISSARY SUMMARY POSTING	\$7.65	329225754	COMMISSARY SUMMARY POSTING
07/26/13 10:47 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/23	\$8.65	329238700	
07/29/13 11:05 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/25	\$9.65	329251418	
07/30/13 07:11 REGULAR COMMISSARY PURCHASE	-\$8.81	-\$8.81			COMMISSARY SUMMARY POSTING	\$0.84	329276280	COMMISSARY SUMMARY POSTING
07/30/13 11:07 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/28	\$1.84	329266859	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
08/05/13 07:33 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 7/29 7/30	\$3.84	329289740	
08/05/13 08:10 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 07/31	\$4.84	329304069	
08/06/13 13:15 JOB PAY - NONREIMBURSABLE	\$3.00	\$3.00			OTHER 08/01, 04, 05	\$7.84	329352184	
08/08/13 07:23 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 08/06	\$8.84	329368479	
08/14/13 05:28 JOB PAY - NONREIMBURSABLE	\$4.00	\$4.00			OTHER 08/07, 08, 11, 12	\$12.84	329435545	
08/14/13 07:12 REGULAR COMMISSARY PURCHASE	-\$12.61	-\$12.61			COMMISSARY SUMMARY POSTING	\$0.23	329447611	COMMISSARY SUMMARY POSTING
08/14/13 09:51 WESTERN UNION INTERFACE-AUTO ENTERE	\$30.00	\$30.00			N/A [REDACTED]	\$30.23	329443568	
08/14/13 13:21 REGULAR COMMISSARY PURCHASE	-\$25.20	-\$25.20			COMMISSARY SUMMARY POSTING	\$5.03	329456800	COMMISSARY SUMMARY POSTING
08/16/13 05:38 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 08/13, 14	\$7.03	329468227	
08/19/13 10:45 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 08/15	\$8.03	329484577	
08/19/13 13:57 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 08/18	\$9.03	329501904	
08/20/13 07:16 REGULAR COMMISSARY PURCHASE	-\$8.91	-\$8.91			COMMISSARY SUMMARY POSTING	\$0.12	329509829	COMMISSARY SUMMARY POSTING
08/20/13 10:07 WESTERN UNION INTERFACE-AUTO ENTERE	\$30.00	\$30.00			N/A [REDACTED]	\$30.12	329505687	
08/20/13 14:02 REGULAR COMMISSARY PURCHASE	-\$23.88	-\$23.88			COMMISSARY SUMMARY POSTING	\$6.24	329517577	COMMISSARY SUMMARY POSTING
08/21/13 13:55 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 08/19, 20	\$8.24	329526771	
08/23/13 07:17 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 08/21	\$9.24	329543442	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: [REDACTED]
HOUSING: RELEASED

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
08/26/13 10:03 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 08/22	\$10.24	329559786	
08/27/13 07:36 REGULAR COMMISSARY PURCHASE	-\$10.04	-\$10.04			COMMISSARY SUMMARY POSTING	\$0.20	329579553	COMMISSARY SUMMARY POSTING
08/27/13 09:44 WESTERN UNION INTERFACE-AUTO ENTERE	\$30.00	\$30.00			N/A [REDACTED]	\$30.20	329574555	
08/27/13 13:22 REGULAR COMMISSARY PURCHASE	-\$24.05	-\$24.05			COMMISSARY SUMMARY POSTING	\$6.15	329585462	COMMISSARY SUMMARY POSTING
08/28/13 09:30 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 08/25	\$7.15	329573075	
08/30/13 08:02 JOB PAY - NONREIMBURSABLE	\$6.00	\$6.00			OTHER 08/23, 24, 08/26-29	\$13.15	329614546	
09/04/13 07:07 REGULAR COMMISSARY PURCHASE	-\$12.56	-\$12.56			COMMISSARY SUMMARY POSTING	\$0.59	329652975	COMMISSARY SUMMARY POSTING
09/04/13 11:36 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 09/01, 02	\$2.59	329637447	
09/04/13 14:53 REGULAR COMMISSARY PURCHASE	-\$2.52	-\$2.52			COMMISSARY SUMMARY POSTING	\$0.07	329663056	COMMISSARY SUMMARY POSTING
09/05/13 08:12 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 09/03, 04	\$2.07	329672981	
09/10/13 11:35 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 09/05	\$3.07	329693437	
09/11/13 07:23 REGULAR COMMISSARY PURCHASE	-\$2.87	-\$2.87			COMMISSARY SUMMARY POSTING	\$0.20	329740522	COMMISSARY SUMMARY POSTING
09/11/13 11:55 JOB PAY - NONREIMBURSABLE	\$2.00	\$2.00			OTHER 09/08-09	\$2.20	329724767	
09/17/13 07:09 REGULAR COMMISSARY PURCHASE	-\$2.13	-\$2.13			COMMISSARY SUMMARY POSTING	\$0.07	329804683	COMMISSARY SUMMARY POSTING
09/17/13 10:36 JOB PAY - NONREIMBURSABLE	\$6.00	\$6.00			OTHER 09/10-15	\$6.07	329793358	
09/17/13 11:13 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00			OTHER 09/16	\$7.07	329809339	

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

SAN DIEGO CORRECTIONAL FACILITY
INMATE ACCOUNT SUMMARY 06/20/2012 to 09/19/2013

Print Date: 06/07/2017 10:56:23AM

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM #: 1883583
HOUSING: [REDACTED]

Transaction Date/Time	Transaction Amount	Deposit/Withdrawal Amount	Collected Cost Recovery	Billed Cost Recovery	Check #	Current Balance	Receipt #	DLN
09/17/13 13:28 REGULAR COMMISSARY PURCHASE	-\$3.96	-\$3.96				\$3.11	329813162	
					COMMISSARY SUMMARY POSTING		COMMISSARY SUMMARY POSTING	
09/18/13 19:41 RELEASE - CASH	-\$3.11	-\$3.11				\$0.00	329826626	
					PERM-OUT			BOND-OUT
09/19/13 07:21 JOB PAY - NONREIMBURSABLE	\$1.00	\$1.00				\$1.00	329831857	
					9/17			
09/19/13 07:21 RELEASE - CASH	-\$1.00	-\$1.00				\$0.00	329831858	
					P OUT			

CURRENT ACCOUNT BALANCES	
ACCOUNT	BALANCE
INMATE FUND	\$0.00
INMATE ESCROW FUND	\$0.00
Total Balance:	\$0.00

INMATE NAME: GOMEZ, JONATHAN
AGENCY #: [REDACTED]
PERM: [REDACTED]

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12 JONATHAN GOMEZ, and the Proposed Class(es)

13 **UNITED STATES DISTRICT COURT**
14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 SLYVESTER OWINO and JONATHAN
16 GOMEZ, on behalf of themselves and all
others similarly situated,

17 Plaintiffs,

18 vs.

19 CORECIVIC, INC.,

20 Defendant.

21 CORECIVIC, INC.,

22 Counter-Claimant,

23 vs.

24 SLYVESTER OWINO and JONATHAN
25 GOMEZ, on behalf of themselves and all
26 others similarly situated,

27 Counter-Defendants.
28

Case No. 3:17-CV-01112-JLS-NLS

CLASS ACTION

**DECLARATION OF DIEGO
SANTIBANEZ**

Judge: Hon. Janis L. Sammartino
Magistrate: Hon. Nita L. Stormes

1 I, Diego Santibanez, declare as follows:

2 1. I am over eighteen years of age. I have personal knowledge of the contents
3 of this declaration. If called upon to do so, I could and would testify under oath about the
4 contents of this declaration.

5 2. I was detained at the Otay Mesa Detention Center from March 2, 2015 to
6 November 31, 2015. The Otay Mesa Detention Center is operated by CoreCivic, Inc.

7 3. During my detention at the Otay Mesa Detention Center, I was required to
8 abide by all orders and instructions issued by CoreCivic guards and employees, including
9 performing cleaning tasks in common and private living areas without pay. If I refused to
10 obey the orders and instructions issued to me by CoreCivic guards and employees, I
11 would be subject to punishment, including being placed in solitary
12 confinement/segregation.

13 4. I understood that I could be punished for refusing to obey any orders and
14 instructions given to me by CoreCivic guards and employees based on my knowledge of
15 the written rules and policies issued by CoreCivic, my personal observation of other
16 detainees who were punished for refusing to follow orders and instructions, from talking
17 with other detainees, who informed me that any failure to obey the orders and
18 instructions issued by CoreCivic guards and employees would result in punishment such
19 as segregation, and from my own personal experience of being punished while I was
20 detained. On several occasions during my detention, the entire unit – which is where
21 approximately 320 detainees were housed – was placed on lockdown, and we were given
22 “no daylight” (*i.e.*, no time out of our cells) because a single detainee refused to comply
23 with an order to clean areas in his cell or in the unit.

24 5. During almost the entire period of my detention, I worked for CoreCivic as
25 part of what was called the “Voluntary Work Program,” as a cleaning porter, primarily
26 cleaning inside the housing units and in the cafeteria. My supervisor was an employee of
27 CoreCivic and CoreCivic’s employees at the detention center determined my pay, hours,
28 work schedule, and training. My job performance was reviewed by my supervisor. If I

1 performed poorly, I could be terminated. Typically, I worked two to three hours per day
2 for six days during each week. There were no scheduled rest breaks or other breaks
3 during my shifts. I was only paid \$1 for each day I worked, regardless of how many
4 hours I worked during that day.

5
6 6. I was not given any documentation as part of my job in the Voluntary Work
7 Program and was not provided any information regarding gross wages earned, total
8 hours worked, applicable deductions, net wages earned, the pay period, the applicable
9 hourly rates in effect, or the corresponding number of hours worked during the pay
10 period.

11 7. In addition to my work as a cleaning porter, I performed several painting
12 “details,” which were special assignments that involved work painting part of the facility.
13 I typically worked more than eight hours in a single day while on details. I was paid \$2
14 per day for my work on the painting details.

15 8. In addition to my work on painting details, and as part of the Voluntary
16 Work Program as a cleaning porter, I had to perform cleaning work in the private and
17 communal areas of my housing unit without any pay, or I would have been punished. I
18 had to clean floors, make my bed, clean the toilet and sink, wipe down walls and clean
19 furniture and air vents. Often toilets would clog, and I was forced on at least three
20 occasions to reach my arm down pipes outside of my cell to unclog the blockage. On
21 those occasions, CoreCivic officers would have a plumber come to watch the work, but
22 the plumber did not actually do the work. I was required to unclog the pipes myself. In
23 addition, whenever there was a visit of the detention center by an official person, all
24 detainees were required to do a “deep clean,” scrubbing walls and floors throughout the
25 detention center for no pay. This happened two or three times during the time of my
26 detention.

27 9. I joined the Voluntary Work Program because it was the only way that I
28 could earn money during my time at the Otay Mesa Detention Center. I did not want to

1 work, and several of my fellow detainees who had money in their accounts chose not to
2 work. I did not have sufficient money in my account, so I had to join the Voluntary
3 Work Program. Otherwise, I would not have been able to purchase food, clothing, and
4 basic hygiene items from the commissary, or purchase phone cards to call my family.
5 During my time at the Otay Mesa Detention Center, CoreCivic provided me with only
6 two small “hotel size” bars of soap per week. These would only last two or three days. It
7 would usually take CoreCivic four days to provide me with new soap, so I had to buy my
8 own from the commissary. Similarly, each week I was given small tubes of toothpaste by
9 CoreCivic, approximately two inches long. This would be used up quickly and was not
10 replaced by CoreCivic in a timely manner, so I also had to use money I made through the
11 Voluntary Work Program to purchase enough toothpaste to brush my teeth. Purchasing
12 additional hygiene items like soap and toothpaste from the commissary was the only way
13 to avoid not having these items when I ran out during the week.
14

15 10. I was permitted to make phone calls to family and friends during my time at
16 the Otay Mesa Detention Center. These calls cost me money. Purchasing phone cards at
17 the commissary was the only way I was able to call my family and friends.

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

20 Executed this 23 day of May, 2019, in Tijuana, Mexico.

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23 Diego Santibanez
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13 **UNITED STATES DISTRICT COURT**
14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 SLYVESTER OWINO and JONATHAN
16 GOMEZ, on behalf of themselves and all
others similarly situated,

17 Plaintiffs,

18 vs.

19 CORECIVIC, INC.,

20 Defendant.

21 CORECIVIC, INC.,

22 Counter-Claimant,

23 vs.
24

25 SLYVESTER OWINO and JONATHAN
26 GOMEZ, on behalf of themselves and all
others similarly situated,

27 Counter-Defendants.
28

Case No. 3:17-CV-01112-JLS-NLS

CLASS ACTION

DECLARATION OF SUE JONES

Judge: Hon. Janis L. Sammartino
Magistrate: Hon. Nita L. Stormes

1 I, Sue Jones, declare as follows:

2 1. I am over eighteen years of age. I have personal knowledge of the contents
3 of this declaration. If called upon to do so, I could and would testify under oath about the
4 contents of this declaration.

5 2. I was detained at the Central Arizona Florence Correctional Complex from
6 February 10, 2019 to June 24, 2019. The Central Arizona Florence Correctional
7 Complex is operated by CoreCivic, Inc. I was in the custody of the City of Mesa,
8 Arizona, but I was detained alongside individuals in the custody of Immigration and
9 Customs Enforcement (“ICE”). The condition, treatment, and standards applied to me
10 during my detention were identical to those applied to detainees in the custody of ICE.

11 3. During my detention at the Central Arizona Florence Correctional Complex,
12 I and all detainees with whom I resided, including detainees in the custody of ICE, were
13 required to abide by all orders and instructions issued by CoreCivic guards and
14 employees, including to perform cleaning tasks in common and private living areas
15 without pay. If any of us refused to obey the orders and instructions issued by CoreCivic
16 guards and employees, we would be subject to punishment, including being placed in
17 solitary confinement/isolation.

18 4. I understood that I and my fellow detainees could be punished for refusing to
19 obey any orders and instructions given by CoreCivic guards and employees based on my
20 knowledge of the written rules and policies issued by CoreCivic, my personal observation
21 of other detainees who were punished for refusing to follow orders and instructions, from
22 talking with other detainees who informed me that any failure to obey the orders and
23 instructions issued by CoreCivic guards and employees would result in punishment such
24 as isolation, and from my own personal experience of being punished while I was
25 detained. I witnessed several detainees, including ICE detainees, who were punished for
26 refusing to comply with orders to perform cleaning work or for poor performance doing
27 such work.
28

1 5. I witnessed Ms. Garcia, one of the CoreCivic counselors, and Officer Peace,
2 one of the CoreCivic guards, both punish detainees for refusing to work on multiple
3 occasions. For example, regularly throughout the time of my detention (approximately 2-
4 3 times per week), Officer Peace and Ms. Garcia would critique the work of detainees
5 forced to clean shower stalls and would punish them for their performance by locking
6 them in their cells. In addition, there were frequent occasions throughout the period of
7 my detention where a detainee would refuse to comply with an order to perform work or
8 maintenance. Officer Peace would respond in these circumstances by threatening to
9 “spray” detainees (with pepper spray), although I never witnessed her actually following
10 through with that threat. She did, however, regularly place the entire pod on lockdown if
11 any detainee refused to obey her orders to work.

12 6. On April 23, 2019, I was attacked in FD-pod by an ICE detainee for refusing
13 to do work that I was instructing her to do. Because of my various trade skills, including
14 experience with plumbing and painting, I was placed in a supervisory role by CoreCivic
15 and required to supervise teams of detainee workers. This put me in an awkward and
16 difficult position since I was also a detainee. It is not a position I wanted. On April 23,
17 2019, I instructed a detainee to perform work cleaning the tables and pod in the kitchen
18 area. She refused and then, when I was not looking, attacked me, causing serious injury
19 to my thumb. She was punished by CoreCivic and placed in isolation.

20 7. On another occasion, which took place at some point during the period of
21 May 13, 2019 – May 17, 2019, a CoreCivic guard was ordering two detainees in a male
22 pod to come out of their cells and perform cleaning work. The detainees refused and the
23 guard began screaming at them. Eventually, the guard put the entire housing pod on
24 lockdown to punish everyone for the refusal of the two detainees to work. I believe this
25 incident was recorded by video. Similar events, with male detainees refusing to obey
26 orders to work, also resulted in entire housing pods being placed on lockdown. In
27 general, it was commonplace for CoreCivic to punish all detainees in a pod, including
28 ICE detainees, for the refusal of any individual detainee to perform work when ordered.

1 8. Another example is cleaning of the recreation yard. Each day all detainees,
2 including ICE detainees, were forced to clean the recreation yard, walking through the
3 entire yard picking up trash and other items. If any detainee refused to participate, the
4 entire pod would be sent back inside and would lose the opportunity to have rec time for
5 that day. Detainees were not paid for this work.

6 9. During the period of my detention, I worked for CoreCivic as part of what
7 was called the “Voluntary Work Program,” primarily cleaning showers, tables, and floors
8 in the detention center. My supervisor was an employee of CoreCivic and CoreCivic’s
9 employees at the detention center determined my pay, hours, work schedule, and training.
10 My job performance was reviewed by my supervisor. If I performed poorly, I could be
11 terminated. Typically, I would be required to clean three shifts during each day. The
12 “shifts” were from 10:30 a.m. – 12:00 p.m., 3:00 p.m. – 5:00 p.m., and 6:30 p.m. – 8:00
13 p.m. I was only paid \$2 for each day I worked, regardless of how many hours I worked
14 during that day. In general, I would work seven days per week.

15 10. Separate from my work as part of the Voluntary Work Program, I worked on
16 several “details,” performing tasks such as plumbing, painting, and electrical work. I
17 painted the entire FD-pod during the time of my detention, and did substantial work on
18 the plumbing system. Plumbing issues at the Central Arizona Florence Correctional
19 Complex were widespread. Drinking fountains did not function, and toilets routinely
20 clogged and would overflow. I had experience in plumbing and other maintenance tasks,
21 and was soon given more responsibility by CoreCivic guards. I was not paid money for
22 this work, but was given extra trays of food as “compensation.” As described above,
23 during my work on these details, and because of my experience, I was often given
24 authority over other detainees, including the authority to hire and terminate detainees
25 from the details.

26 11. I joined the Voluntary Work Program and agreed to work on details because
27 if I did not I would have been forced to spend a large portion of each day locked in my
28 cell. Any time that work was being done in the housing pods, those detainees who were

1 not working were generally forced to remain in their cells, with the exception of
2 recreation time from 6:45 a.m. to 7:45 a.m., and during meal times. Joining the
3 Voluntary Work Program was also the only way that I could earn money to purchase
4 food, clothing, and basic hygiene items from the commissary, or purchase phone cards to
5 call my friends and family.

6 12. During my time at the Central Arizona Florence Correctional Complex,
7 CoreCivic provided me and other detainees with only 1 small bar of soap per week, one
8 small tube of toothpaste, a small bottle of shampoo, and a single roll of toilet paper.
9 These item would only last a few days. CoreCivic would not promptly resupply them,
10 meaning that detainees would have to either go without, steal from other detainees, or
11 purchase new items from the commissary.

12 13. Clothing was also a problem. Detainees were issued a limited set of clothes
13 and most of them did not fit. The only way to obtain new clothes would be to purchase
14 additional items from the commissary, which I did on several occasions.

15 14. Detainees could make phone calls to family and friends during my time at
16 the Central Arizona Florence Correctional Complex, but these calls cost money. To
17 make the calls, you had to use phone cards that could only be purchased at the
18 commissary. For me and many other detainees, including many ICE detainees, the only
19 way that we could afford to purchase these phone cards was to work in the Voluntary
20 Work Program.

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

23 Executed this 2 day of July, 2019, in Mesa, Arizona.

24 
25 _____
26 Sue Jones
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