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15 Attorneys for Defendant/Counter-Claimant
 16 CoreCivic, Inc.

17 **UNITED STATES DISTRICT COURT**
 18 **SOUTHERN DISTRICT OF CALIFORNIA**

19 Sylvester Owino and Jonathan Gomez,
 20 on behalf of themselves, and all others
 similarly situated,

21 Plaintiff,

22 v.

23 CoreCivic, Inc., a Maryland
 24 corporation,

25 Defendant.

NO. 3:17-cv-01112-JLS-NLS

**DECLARATION OF
 NICHOLAS D. ACEDO**

Date: June 18, 2020

Time: 1:30pm

Courtroom: 4D

Judge: Honorable Janis L. Sammartino

1 CoreCivic, Inc., a Maryland
2 corporation,
3
4 Counter-Claimant,
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6 v.
7
8 Sylvester Owino and Jonathan Gomez,
9 on behalf of themselves, and all others
10 similarly situated,
11
12 Counter-Defendants.
13

14 I, NICHOLAS D. ACEDO, make the following Declaration:

15 1. I am over the age of 18 years and have personal knowledge of and am
16 competent to testify to the matters set forth in this Declaration.

17 2. I am counsel for Defendant CoreCivic, Inc. in this matter.

18 3. On April 15, 2019, Plaintiffs filed their Notice of Motion and Motion
19 for Class Certification (“Motion”). *See* Dkt. 84, 84-1.

20 4. On April 1, 2020, the Honorable Janis L. Sammartino granted in part
21 and denied in part Plaintiffs’ Motion. *See* Dkt. 179.

22 5. On April 15, 2020, CoreCivic filed a Motion for Reconsideration of
23 that Order, and sought reconsideration of the Court’s certification of the CA Forced
24 Labor, National Forced Labor, and CA Labor Law Classes.

25 6. The attached Exhibits were not presented with CoreCivic’s Opposition
26 to Plaintiffs’ Motion because Plaintiffs did not make an argument requiring their
27 submission. However, in granting the CA Labor Law Class, the Court *sua sponte*
28 proposed a damages formula that now requires their submission to support
CoreCivic’s argument on reconsideration that the certification of that Class was
error.

7. Attached as Exhibit 1 is a true and correct copy of Plaintiffs’ Rule
26(a) Initial Disclosures, served on July 18, 2018.

8. Plaintiffs have never provided any supplemental or updated disclosure
pursuant to Rule 26(e) in this case.

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INDEX TO EXHIBITS

26
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EXHIBIT	DESCRIPTION	PAGES
1	Plaintiffs’ Rule 26(a) Initial Disclosures	0001–0013
2	Plaintiff Sylvester Owino’s Objections and Responses to Defendant CoreCivic, Inc.’s Interrogatories (Set One) – Verified	0014–0082
3	Plaintiff Jonathan Gomez’s Objections and Responses to Defendant CoreCivic, Inc.’s Interrogatories (set One) - Verified	0083-0150

EXHIBIT 1

EXHIBIT 1

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiffs Sylvester Owino and Jonathan Gomez, on behalf of themselves and the putative class(es) (collectively, “Plaintiffs”) make these Initial Disclosures in compliance with Federal Rule of Civil Procedure 26(a)(1). These Initial Disclosures are based on the information reasonably available to Plaintiffs as of the present date and are subject to supplementation as additional information becomes available.

Plaintiffs’ investigation and discovery in this matter is ongoing. By making the following disclosures, Plaintiffs do not represent that they are identifying every document or category of documents, tangible thing, or witness relevant to this action. Plaintiffs reserve the right to call any witness and present any exhibit or item at trial not listed herein but determined through discovery or investigation to be relevant to the subject matter of this action. If necessary, Plaintiffs will timely supplement these Initial Disclosures.

Plaintiffs’ Initial Disclosures are made without in any way waiving: (1) the right to object to the admission or discoverability of any materials or testimony on the grounds of competency, privilege, the work-product doctrine, undue burden, relevancy and materiality, hearsay, or any other proper ground; (2) the right to object to the use of any information, for any purpose, in whole or in part, in any subsequent proceeding in this action or any other action; or (3) the right to object on any and all grounds, at any time, to any discovery request or proceeding involving or relating to the subject matter of these Initial Disclosures.

1. WITNESSES

The following are the last known names of individuals currently known to Plaintiffs who are likely to have discoverable information that Plaintiffs may use to support the material allegations of the pleadings filed by Plaintiffs, or rebut the material allegations of the pleadings filed by Defendant CoreCivic, Inc. The following disclosures do not include expert witnesses, who will be identified at a later date in accordance with Federal Rule of Civil Procedure Rule 26(a)(2). In providing this information, Plaintiffs

1 are not waiving any applicable privilege or work-product protection. Plaintiffs expressly
 2 reserve the right to identify, depose, and call as witnesses additional persons if, during the
 3 course of discovery and investigation relating to this case, Plaintiffs learn that such
 4 additional persons have relevant knowledge. Plaintiffs reserve the right to supplement
 5 these Initial Disclosures as may be appropriate and warranted in the circumstances of this
 6 case.

7 The individuals likely to have discoverable information that Plaintiffs may use to
 8 support their claims or defenses (except for information that Plaintiffs may use solely for
 9 impeachment) are as follows:

	Identity	Anticipated Subject(s) of Discoverable Information
1. 13 14 15 16 17 18 19 20 21 22 23 24 25 26	Named Plaintiffs Sylvester Owino and Jonathan Gomez (may be contacted through counsel)	These witnesses may have knowledge or information relevant to the allegations and claims in the Complaint, Counterclaims, and affirmative defenses, including but not limited to: Plaintiffs’ respective personal experiences in a CoreCivic detention facility related to forced labor and/or “dollar-a-day” labor; specific labor activities performed and locations of labor performance; payment methods and amounts (if any) for work performed; availability of any funds paid and requirements for use of such funds; conditions under which labor was required or coerced (including threats of or actual solitary confinement or other detention); conditions of working environments; identification of other class members who performed labor; identification of Defendants’ employees who assigned labor, oversaw labor, or had other involvement in CoreCivic’s labor scheme.
2. 27 28	California Putative Class Members who were detained in a California detention facility run by CoreCivic during the	These witnesses may have knowledge or information relevant to the allegations and claims in the Complaint, Counterclaims, and affirmative defenses, including but not

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	<p>applicable Class Period (names and contact information unknown to Plaintiffs but would be accessible in Defendant’s records)</p>	<p>limited to: Further personal experiences in a CoreCivic detention facility related to forced labor and/or “dollar-a-day” labor; specific labor activities performed and locations of labor performance; payment methods and amounts (if any) for work performed; availability of any funds paid and requirements for use of such funds; conditions under which labor was required or coerced (including threats of or actual solitary confinement or other detention); conditions of working environments; identification of other class members who performed labor; identification of Defendants’ employees who assigned labor, oversaw labor, or had other involvement in CoreCivic’s labor scheme.</p>
<p>3.</p>	<p>Nation-wide Putative Class Members who were detained in a detention facility run by CoreCivic during the applicable Class Period (names and contact information unknown to Plaintiffs but would be accessible in Defendant’s records)</p>	<p>These witnesses may have knowledge or information relevant to the allegations and claims in the Complaint, Counterclaims, and affirmative defenses, including but not limited to: Further personal experiences in a CoreCivic detention facility related to forced labor and/or “dollar-a-day” labor; specific labor activities performed and locations of labor performance; payment methods and amounts (if any) for work performed; availability of any funds paid and requirements for use of such funds; conditions under which labor was required or coerced (including threats of or actual solitary confinement or other detention); conditions of working environments; identification of other class members who performed labor; identification of Defendants’ employees who assigned labor, oversaw labor, or had other involvement in CoreCivic’s labor scheme.</p>
<p>4.</p>	<p>Third parties, the identity and contact information of whom may be unknown at this time, but including Carlos Gonzalez,</p>	<p>These witnesses may have knowledge or information relevant to the allegations and claims in the Complaint, Counterclaims, and affirmative defenses, including but not</p>

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	<p>Juan Jose Merino-Rodas, Maribel Gutierrez-Duarte, and Jennye Pagoada-Lopez (all of whom may be contacted through counsel, Burns Charest LLP)</p>	<p>limited to: Further personal experiences in a CoreCivic detention facility related to forced labor and/or “dollar-a-day” labor; specific labor activities performed and locations of labor performance; payment methods and amounts (if any) for work performed; availability of any funds paid and requirements for use of such funds; conditions under which labor was required or coerced (including threats of or actual solitary confinement or other detention); conditions of working environments; identification of other class members who performed labor; identification of Defendants’ employees who assigned labor, oversaw labor, or had other involvement in CoreCivic’s labor scheme.</p>
<p>5.</p>	<p>Defendants’ employees / corporate officers, directors, or managing agents, or other persons employed by or acting at the direction of Defendant (current or former) who assigned labor, oversaw labor, or had other involvement in CoreCivic’s labor scheme (names and contact information unknown to Plaintiffs but would be accessible in Defendant’s records)</p>	<p>These witnesses may have knowledge or information relevant to the allegations and claims in the Complaint, Counterclaims, and affirmative defenses, including but not limited to: Specific labor activities performed by detainees and locations of labor performance; payment methods and amounts (if any) for work performed; availability of any funds paid and requirements for use of such funds; conditions under which labor was required or coerced (including policies and/or threats regarding solitary confinement or other detention); identification of Defendants’ employees who assigned labor, oversaw labor, or had other involvement in CoreCivic’s labor scheme; Defendant’s policies and procedures for forced labor program and/or “dollar-a-day” labor program, including design and implementation of labor plans; conditions of working environments; identification of the scope of the class and relevant records to identify the putative class members.</p>

<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16</p>	<p>6. Defendants’ employees / corporate officers, directors, or managing agents, or other persons employed by or acting at the direction of Defendant (current or former) who were responsible for designing, implementing, or enforcing CoreCivic’s labor scheme (names and contact information unknown to Plaintiffs but would be accessible in Defendant’s records)</p>	<p>These witnesses may have knowledge or information relevant to the allegations and claims in the Complaint, Counterclaims, and affirmative defenses, including but not limited to: Specific labor activities performed by detainees and locations of labor performance; payment methods and amounts (if any) for work performed; availability of any funds paid and requirements for use of such funds; conditions under which labor was required or coerced (including policies and/or threats regarding solitary confinement or other detention); identification of Defendants’ employees who assigned labor, oversaw labor, or had other involvement in CoreCivic’s labor scheme; Defendant’s policies and procedures for forced labor program and/or “dollar-a-day” labor program, including design and implementation of labor plans; conditions of working environments; identification of the scope of the class and relevant records to identify the putative class members.</p>
<p>17 18 19 20 21 22 23 24 25</p>	<p>7. Defendants’ employees / corporate officers, directors, or managing agents, or other persons employed by or acting at the direction of Defendant (current or former) with knowledge of CoreCivic’s contracts for the operation of its detention facilities (names and contact information unknown to Plaintiffs but would be accessible in Defendant’s records)</p>	<p>These witnesses may have knowledge or information relevant to the allegations and claims in the Complaint, Counterclaims, and affirmative defenses, including but not limited to: Contracts for the operation of detention facilities; monies paid for operation of detention facilities; required policies, standards, or procedures for operation of detention facilities.</p>
<p>26 27 28</p>	<p>8. All individuals disclosed by Defendant under Fed. R. Civ. P. 26</p>	

9.	All individuals identified in Defendant’s responses to discovery requests.	
10.	All individuals necessary for rebuttal, foundation, or impeachment.	

2. DOCUMENTS

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(ii), Plaintiffs identify the following categories of documents in their possession, custody, or control that may be used to support Plaintiffs’ claims or defenses, unless such use would be solely for impeachment:

- Handbooks for some national detention facilities.
- Plaintiffs’ grievance reports and/or requests for assistance.
- Various news reports and other press / publications related to detention facilities and employment conditions in said facilities.
- Filings with the Securities and Exchange Commission.
- Some contracts with ICE / DHS / DOJ, including ICE Detainee Handbooks, Voluntary Program and Housekeeping Guidelines, inspection / audit reports, and reports from the Department of Homeland Security.

Plaintiffs expressly reserve the right to identify and use documents from additional categories if, during the course of discovery and investigation related to this case, Plaintiffs learn that such additional documents exist or that such additional documents are relevant to the factual or legal contentions in this matter.

Plaintiffs will produce discoverable documents in their possession, custody, or control that are not subject to any privilege or other valid protection.

3. COMPUTATION OF DAMAGES

Plaintiffs and the putative classes have numerous claims with varying damage calculations as set forth below. By making these disclosures, Plaintiffs are projecting potential damage calculations but reserve the right to modify such calculations as

1 discovery progresses

2 **A. CALIFORNIA LABOR CODE CLAIMS**

- 3 • Failure to pay minimum wage under California law
 - 4 ○ Reimbursement of all hourly wages not paid for work performed (or
 - 5 the difference between any work performed and what was paid for the
 - 6 work), as applicable to Plaintiffs and the entire applicable class(es)
 - 7 during the applicable statute of limitations. For purposes of this
 - 8 damage calculation, Plaintiffs assume one hour’s pay is equivalent to
 - 9 the applicable California minimum wage at the time of the violation.
 - 10 ○ \$100 statutory penalty (first violation only) for Plaintiffs and each
 - 11 member of the entire applicable class(es) during the applicable statute
 - 12 of limitations for each pay period during which CoreCivic failed to
 - 13 pay minimum wage. For purposes of this damage calculation,
 - 14 Plaintiffs assume a pay period every two weeks.
 - 15 ○ \$250 statutory penalty (subsequent violations) for Plaintiffs and each
 - 16 member of the entire applicable class(es) during the applicable statute
 - 17 of limitations for each pay period during which CoreCivic failed to
 - 18 pay minimum wage. For purposes of this damage calculation,
 - 19 Plaintiffs assume a pay period every two weeks.
 - 20 ○ Potential damages equal to the amount of wages improperly held,
 - 21 plus interest (in addition to or as an alternative to the above damages
 - 22 calculation).
- 23 • Failure to pay overtime under California law
 - 24 ○ Reimbursement of all overtime hourly wages not paid for work
 - 25 performed (or the difference between any work performed and what
 - 26 was paid for the work), plus interest, as applicable to Plaintiffs and the
 - 27 entire applicable class(es) during the applicable statute of limitations.
 - 28 For purposes of this damage calculation, Plaintiffs assume one hour’s

1 pay is equivalent to the applicable California minimum wage (and
2 related overtime) at the time of the violation.

3 ○ \$50 statutory penalty (first violation only) for Plaintiffs and each
4 member of the entire applicable class(es) during the applicable statute
5 of limitations for each pay period during which CoreCivic failed to
6 pay overtime wages. For purposes of this damage calculation,
7 Plaintiffs assume a pay period every two weeks.

8 ○ \$100 statutory penalty (subsequent violations) for Plaintiffs and each
9 member of the entire applicable class(es) during the applicable statute
10 of limitations for each pay period during which CoreCivic failed to
11 pay overtime wages. For purposes of this damage calculation,
12 Plaintiffs assume a pay period every two weeks.

13 • Failure to provide meal and rest periods under California law

14 ○ Premium of one hour's pay for each missed meal or rest period, as
15 applicable to Plaintiffs and the entire applicable class(es) during the
16 applicable statute of limitations. For purposes of this damage
17 calculation, Plaintiffs assume one hour's pay is equivalent to the
18 applicable California minimum wage at the time of the violation.

19 ○ \$50 statutory penalty (first violation only) for Plaintiffs and each
20 member of the entire applicable class(es) during the applicable statute
21 of limitations for each pay period during which CoreCivic failed to
22 provide proper meal or rest breaks. For purposes of this damage
23 calculation, Plaintiffs assume a pay period every two weeks.

24 ○ \$100 statutory penalty (subsequent violations) for Plaintiffs and each
25 member of the entire applicable class(es) during the applicable statute
26 of limitations for each pay period during which CoreCivic failed to
27 provide proper meal or rest breaks. For purposes of this damage
28 calculation, Plaintiffs assume a pay period every two weeks.

- 1 • Wage statement violations under California law
 - 2 ○ \$50 statutory penalty (first violation only) for Plaintiffs and each
 - 3 member of the entire applicable class(es) during the applicable statute
 - 4 of limitations for each pay period during which CoreCivic failed to
 - 5 provide a proper and accurate wage statement. For purposes of this
 - 6 damage calculation, Plaintiffs assume a pay period every two weeks.
 - 7 ○ \$100 statutory penalty (subsequent violations) for Plaintiffs and each
 - 8 member of the entire applicable class(es) during the applicable statute
 - 9 of limitations for each pay period during which CoreCivic failed to
 - 10 provide a proper and accurate wage statement. For purposes of this
 - 11 damage calculation, Plaintiffs assume a pay period every two weeks.
 - 12 ○ Alternatively a maximum statutory penalty of \$4,000 per employee.
- 13 • Waiting time penalties under California law.
 - 14 ○ Up to 30 days' wages for all former employees for failure to pay all
 - 15 wages due at the time of termination of employment. For purposes of
 - 16 this damage calculation, Plaintiffs assume one hour's pay is
 - 17 equivalent to the applicable California minimum wage at the time of
 - 18 the violation.
- 19 • Additional PAGA penalties under California law.
 - 20 ○ If a PAGA claim is eventually added, for each damage item noted
 - 21 above, an additional PAGA penalty of \$100 per employee per pay
 - 22 period for the first violation, and \$200 per employee for pay period
 - 23 for subsequent violations. For purposes of this damage calculation,
 - 24 Plaintiffs assume a pay period every two weeks.

25 **B. FEDERAL TRAFFICKING OF VICTIMS PROTECTION ACT**

26 For Plaintiffs and each member of the entire applicable class(es) during the
27 applicable statute of limitations, the full amount of each victim's losses are recoverable,
28 including the greater of the gross income or value to CoreCivic of each victim's services

1 or labor, or the value of each victim’s labor.

2 **C. CALIFORNIA TRAFFICKING OF VICTIMS PROTECTION ACT**

3 For Plaintiffs and each member of the entire applicable class(es) during the
4 applicable statute of limitations, the greater of \$10,000 or up to three times each victim’s
5 actual damages

6 Punitive damages as authorized by statute.

7 **D. CALIFORNIA UNFAIR COMPETITION LAW**

8 All relief available under the Unfair Competition Law, including injunctive relief
9 and disgorgement, for CoreCivic’s unlawful, unfair, or fraudulent activities.

10 **E. COMMON LAW COUNTS OF NEGLIGENCE AND UNJUST**
11 **ENRICHMENT**

12 Plaintiffs’ damages for negligence and unjust enrichment are currently
13 undetermined at this time. However, Plaintiffs and the putative class(es) are entitled to
14 recover all sums of money that Defendant has retained or benefited by as a result of its
15 forced labor practices, including either the value of the work performed by Plaintiffs and
16 the class(es) at the prevailing minimum wage rate or the wage the Defendant would have
17 paid to hire non-forced labor employees to perform the same tasks that Plaintiffs and the
18 class(es) performed. In addition, Plaintiffs and the class(es) are entitled to damages for
19 Defendant’s negligence related to the forced labor practices at its facilities. These
20 amounts will be determined at trial but are believed to be in excess of the jurisdictional
21 minimum under CAFA.

22 **F. INTEREST, OTHER DAMAGES, FEES, AND COSTS**

23 To the extent allowed, Plaintiffs and the class(es) will also recover applicable pre-
24 judgment and/or post-judgment interest pursuant to statute, punitive or exemplary
25 damages as authorized by statute, attorney’s fees as permitted by the applicable statutes,
26 as well as costs as the prevailing party.

27 ///

28 ///

1 **4. LIABILITY INSURANCE**

2 Plaintiffs have no applicable insurance coverage with respect to the claims asserted
3 in the Defendant’s counterclaim.

4
5 DATED: July 13, 2018

FOLEY & LARDNER LLP

J. Mark Waxman
Eileen R. Ridley
Geoffrey M. Raux
Nicholas J. Fox

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9 */s/ Eileen R. Ridley*

10 Eileen R. Ridley

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

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18 *Attorneys for Plaintiffs and the Proposed*
19 *Class(es)*

PROOF OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to this action; my current business address is 3579 Valley Centre Drive, Suite 300, San Diego, CA 92130.

On July 13, 2018, I served the foregoing document(s) described as:

PLAINTIFFS' RULE 26(a) INITIAL DISCLOSURES

on the interested parties in this action as follows:

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ACEDO, PLC

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Chandler, Arizona 85226

Attorneys for Defendant CoreCivic, Inc

X BY MAIL

— I placed the envelope(s) with postage thereon fully prepaid in the United States mail, at San Diego, California.

X I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service; the firm deposits the collected correspondence with the United States Postal Service that same day, in the ordinary course of business, with postage thereon fully prepaid, at San Diego, California. I placed the envelope(s) for collection and mailing on the above date following ordinary business practices.

X Executed on July 13, 2018, at San Diego, California.

X I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Raechele Hurst

EXHIBIT 2

EXHIBIT 2

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11 Attorneys for Plaintiffs SLYVESTER OWINO,
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

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

**PLAINTIFF SLYVESTER OWINO'S
OBJECTIONS AND RESPONSES TO
DEFENDANT CORECIVIC, INC.'S
INTERROGATORIES (SET ONE)**

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

DEMAND FOR JURY TRIAL

1 PROPOUNDING PARTY: Defendant CORECIVIC, INC.
2 RESPONDING PARTY: Plaintiff SYLVESTER OWINO
3 SET NO: One
4

5 Plaintiff Sylvester Owino (“Plaintiff”) responds and objects to the Interrogatories
6 (Set One) (“Interrogatories”), served by Defendant CoreCivic, Inc. (“CoreCivic”), as
7 follows:

8 **PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

9 Plaintiff has not completed his investigation of the facts relating to this case, has not
10 completed discovery in this action, and has not completed preparations for trial. All of the
11 responses contained herein are based only upon such information and documents as are
12 presently available to and specifically known to Plaintiff.

13 In addition, Plaintiff’s responses and objections are made without in any way
14 waiving or intending to waive, but on the contrary, preserving and intending to preserve:

- 15 1. All objections as to relevance, materiality, privilege, and admissibility of
16 evidence in any subsequent proceeding or in the trial of this or any other action;
17 or
- 18 2. The right to object on any ground to the use of these written responses or any
19 documents produced in response thereto in any subsequent proceeding or in the
20 trial of this or any action.

21 Plaintiff objects to the Interrogatories to the extent that they seek information that is
22 confidential in nature. Plaintiff further objects to the Interrogatories to the extent that they
23 seek the production of documents or information protected from disclosure by any
24 applicable privilege, immunity, or privacy right, including but not limited to the attorney-
25 client privilege and/or the attorney work product doctrine. Nothing contained in these
26 responses, or any documents produced in accordance with the responses, is intended to be,
27 nor should be construed as, a waiver of any such privilege or immunity. Any inadvertent
28 disclosure of protected information or documents is not to be construed as a waiver of the

1 protections afforded under California or Federal law.

2 Plaintiff objects to each and every definition, instruction, and request to the extent
3 that such definition, instruction, or request is overbroad, unduly burdensome, not
4 reasonably calculated to lead to the discovery of admissible evidence, lacks foundation,
5 calls for a legal conclusion, or seeks documents or information protected from disclosure
6 by Plaintiff's or a third party's right to privacy, or any confidentiality agreement or privacy
7 policy with third parties. By submitting these objections and responses, Plaintiff does not
8 in any way adopt CoreCivic's purported definitions.

9 Plaintiff further objects to CoreCivic's instruction to provide all information that is
10 within the possession of Plaintiff's attorneys, investigators, agents, employees, experts, or
11 other representatives because the instruction is overbroad, calls for a legal conclusion as to
12 these relationships, is premature in the course of orderly discovery, and seeks information
13 that may be protected by the attorney-client privilege and/or work product doctrine.

14 Plaintiff specifically objects to the following definitions contained in the
15 Interrogatories:

- 16 1. "CoreCivic" and "Defendant." CoreCivic's definition is overbroad, unduly
17 burdensome, and calls for a legal conclusion as to any of these relationships.
- 18 2. "Communication." CoreCivic's definition is overbroad, unduly burdensome, and
19 may seek to invade the attorney-client privilege, attorney work product doctrine,
20 or other applicable legal privilege or protection.
- 21 3. "Describe." CoreCivic's definition is overbroad, unduly burdensome, and may
22 seek to invade the attorney-client privilege, attorney work product doctrine, or
23 other applicable legal privilege or protection.
- 24 4. "Document." CoreCivic's definition is overbroad, unduly burdensome, and may
25 seek to invade the attorney-client privilege, attorney work product doctrine, or
26 other applicable legal privilege or protection.
- 27 5. "Incidents." CoreCivic's definition is too narrow in scope because Plaintiff's
28 allegations involve policies and practices that go beyond Plaintiff individually

1 and apply to all members of the putative classes throughout the class period.

2 6. “Relating,” “relate,” “concern,” “concerning,” “indicating,” or “reflecting.”
3 CoreCivic’s definition is speculative, overbroad, unduly burdensome, and may
4 seek to invade the attorney-client privilege, attorney work product doctrine, or
5 other applicable legal privilege or protection.

6 7. “You” or “Your.” CoreCivic’s definition is overbroad, may seek to invade the
7 attorney-client privilege, attorney work product doctrine, or other applicable
8 legal privilege or protection, and calls for a legal conclusion as to any of these
9 relationships.

10 Without waiving any of the foregoing General Objections, each of which applies to
11 each and every one of the individual responses set forth below and is incorporated by this
12 reference therein (whether or not specifically stated in the response), Plaintiff responds to
13 the individual requests as follows:

14 **INTERROGATORIES**

15 **INTERROGATORY NO. 1:**

16 Identify every witness Plaintiffs may or will use to present testimony or other
17 evidence in this matter, whether in a motion, at trial, or at any hearing or deposition in this
18 matter, for purposes of class certification or otherwise, and state in detail the substance of
19 each such person’s anticipated testimony.

20 **RESPONSE TO INTERROGATORY NO. 1:**

21 Plaintiff incorporates each general objection set forth above as if fully set forth
22 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
23 harassing by requiring Plaintiff to identify any person who “may” present testimony or
24 evidence in this lawsuit. Plaintiff further objects that the request is premature because
25 discovery is ongoing and identities of all potential or actual witnesses are not yet known
26 (nor is the substance of their potential testimony). *See American GNC Corp. v. LG Elecs.*
27 *U.S.A., Inc.*, 2017 WL 6507757 at *7 (S.D. Cal. Dec. 18, 2017) (denying motion to compel
28 interrogatory seeking identity of witnesses that “will or may [be called] at trial”). Plaintiff

1 further objects that the request is compound and therefore qualifies as multiple and discrete
2 interrogatories. *See Trevino v. ACB Am., Inc.*, 232 F.R.D. 612, 614 (N.D. Cal. 2006).
3 Plaintiff further objects that the request may seek to violate the attorney-client privilege,
4 attorney work product doctrine, or seeks premature disclosure of expert witnesses.

5 Subject to these general and specific objections, Plaintiff responds as follows:

- 6 1. Jonathan Gomez, who will likely testify (among other things) about his experiences
7 being detained in facilities operated by CoreCivic, including his participation in
8 CoreCivic’s “voluntary work program,” the types of jobs and tasks he performed,
9 the compensation (if any) he received, his observations about how CoreCivic runs
10 its work program, and any disciplinary action that he personally received or that he
11 observed other detainees receiving related to the work program.
- 12 2. Sylvester Owino, who will likely testify (among other things) about his experiences
13 being detained in facilities operated by CoreCivic, including his participation in
14 CoreCivic’s “voluntary work program,” the types of jobs and tasks he performed,
15 the compensation (if any) he received, his observations about how CoreCivic runs
16 its work program, and any disciplinary action that he personally received or that he
17 observed other detainees receiving related to the work program.
- 18 3. Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola, Gladys
19 Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
20 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017), who will
21 all likely testify (among other things) about their experiences being detained in
22 facilities operated by CoreCivic, including their participation in CoreCivic’s
23 “voluntary work program,” the types of jobs and tasks they performed, the
24 compensation (if any) they received, their observations about how CoreCivic runs
25 its work program, and any disciplinary action that they personally received or that
26 they observed other detainees receiving related to the work program.
- 27 4. Currently unknown members of the putative classes, whose identities may be
28 ascertained through further discovery, who will likely testify (among other things)

1 about their experiences being detained in facilities operated by CoreCivic, including
2 their participation in CoreCivic’s “voluntary work program,” the types of jobs and
3 tasks they performed, the compensation (if any) they received, their observations
4 about how CoreCivic runs its work program, and any disciplinary action that they
5 personally received or that they observed other detainees receiving related to the
6 work program.

7 5. Current or former wardens of CoreCivic’s detention facilities throughout the class
8 period, who will likely testify (among other things) about CoreCivic’s general
9 policies regarding the “volunteer work program” and any facility-specific deviations
10 from those policies, how detainees are compensated for work performed, how those
11 monies can be spent and where, how detainees are disciplined related to the work
12 program, how detainees are promoted / demoted / terminated in the work program,
13 and whether detainees are threatened or coerced into working.

14 6. Currently unknown current or former staff and other employees at CoreCivic’s
15 detention facilities throughout the class period, who will likely testify (among other
16 things) about CoreCivic’s general policies regarding the “volunteer work program”
17 and any facility-specific deviations from those policies, how detainees are
18 compensated for work performed, how those monies can be spent and where, how
19 detainees are disciplined related to the work program, how detainees are promoted /
20 demoted / terminated in the work program, and whether detainees are threatened or
21 coerced into working.

22 Discovery is ongoing.

23 **INTERROGATORY NO. 2:**

24 For each job you worked while detained at Otay Mesa Detention Center, or
25 any other ICE detention facility that was owned and operated by Defendant, state each and
26 every fact which supports your contention that you were forced and/or coerced to perform
27 the duties associated with each position you held, as alleged in Paragraphs 7, 10, 13, 27,
28 and 28 of your Complaint, and identify all witnesses and documents you may or will use

1 to support that claim.

2 **RESPONSE TO INTERROGATORY NO. 2:**

3 Plaintiff incorporates each general objection set forth above as if fully set forth
4 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
5 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
6 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
7 request is premature because discovery is ongoing and identities of all potential or actual
8 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
9 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
10 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request seeks information,
11 including witness and document identification, that is likely within CoreCivic’s exclusive
12 knowledge or control. Plaintiff further objects that the request is compound and therefore
13 qualifies as multiple and discrete interrogatories. *See Superior Communications v.*
14 *Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
15 discrete subpart ‘is the combining in a single interrogatory of a demand for information
16 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

17 Subject to these general and specific objections, Plaintiff responds as follows:

18 Plaintiff worked a variety of jobs while detained at CoreCivic’s facilities, including
19 a variety of tasks performed on a daily basis for each job worked, including but not limited
20 to the tasks outlined in the Complaint. Plaintiff also performed tasks in the kitchen, and as
21 a chemical porter to provide cleaning chemicals to the pod porters for cleaning after each
22 meal and before the final nightly count, as well as other janitorial tasks (e.g., clean
23 communal areas of the living pods, interior painting, sweeping and waxing floors, cleaning
24 drains, cleaning up liquid spills or bodily fluids (such as blood after a fight) without
25 appropriate protective gear, and handing out weekly supplies to detainees).

26 However, Plaintiff’s work was not truly voluntary, even if the work was
27 compensated (below Federal or California minimum wage) as part of the “volunteer work
28 program,” and could include work that was coerced or forced through explicit or implicit

1 threats of punishment. Plaintiff and members of the putative classes would have to perform
2 work outside of the “volunteer work program” around the facility whenever the facility
3 warden or other CoreCivic staff wanted something done (particularly in circumstances
4 where a regulator or inspector, high-level CoreCivic official, or other dignitaries would be
5 touring the facility). For example, Plaintiff and members of the putative class would have
6 to do a “deep clean” anytime a dignitary was going to tour the living pod. This included
7 cleaning common areas and all windows—including those on the second story of the
8 facility (without any safety apparatus).

9 In order to ensure Plaintiff and other putative class members would work as part of
10 the “volunteer work program” or otherwise, CoreCivic would coerce Plaintiff into
11 working—even when he did not want to do so—by either overtly threatening or implying
12 that Plaintiff could or would be punished. For example, if a detainee did not clean his
13 direct living area or clean the common areas when demanded for special visits, he would
14 be threatened with discipline for failure to follow a direct order (as per CoreCivic’s policies
15 and manuals), which could include removal from his cell and relocation to another cell
16 with higher security (including segregation), a disciplinary note being placed in the
17 detainee’s file (which the detainees were told would affect their case before their judge),
18 or having his cell tossed. In addition, a detainee in the “volunteer work program” could
19 get fired from his job for refusing to assist in common area cleaning when a dignitary was
20 arriving, even if the cleaning day happened to be on the detainee’s scheduled day off.

21 Moreover, if a detainee refused to clean his living pod, or a detainee refused to
22 participate in deep cleaning when demanded or otherwise refused to follow a direct order
23 to work, CoreCivic would punish all detainees in the pod for one detainee’s refusal to work
24 or clean. Such punishment would come in the form of a lock down where all detainees
25 could not leave their immediate living quarters, or depriving all detainees in the living pod
26 of television, microwaves, or hot water in the common areas, among other things.
27 CoreCivic punished all detainees in a living pod as a means of instilling fear and animosity
28 for the detainee who refused to work, as well as potential threats from other detainees or

1 even physical altercations.

2 Based on personal experience and interaction with other detainees, Plaintiff believes
3 that his experiences in being forced to work under threat or implication of punishment,
4 segregation, and/or deprivation is similar to other detainees.

5 Plaintiff's experiences detailed above are consistent with experiences of other
6 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
7 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
8 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
9 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
10 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
11 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
12 hours of work, and working conditions. CoreCivic would also provide work-related
13 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
14 by withholding necessities, protection, care, and services from those detainees who refuse
15 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
16 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
17 CoreCivic further punishes detainees who refuse to work, including through solitary
18 confinement / segregation, cutting off contact with family members, withholding medical
19 care, and being subjected to sexual or physical assault. These uniform policies and
20 practices at CoreCivic's facilities effectively force and coerce Plaintiff and members of the
21 putative classes to work or face withholding of necessities or punishment.

22 Plaintiff will not identify specific individuals who "may" be able to support
23 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
24 harassing. Plaintiff identifies generally the categories of individuals in response to
25 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
26 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
27 and (3) current or former staff or employees, all of whom were housed at or employed by
28 Plaintiff's detention facility during the time of Plaintiff's detention.

1 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
2 allegations because such a request is overbroad, unduly burdensome, and harassing.
3 Plaintiff generally identifies documents that are almost exclusively within CoreCivic’s
4 possession and that have been or presumably will be produced periodically in this case,
5 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
6 or detainee or staff training materials related to the “volunteer work program”; any facility-
7 specific policies, procedures, contracts, literature, or detainee or staff training materials
8 related to the “volunteer work program”; facility-specific work schedules; detainee-
9 specific detention files; and internal emails, memoranda, or other correspondence related
10 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
11 of the conduct that forms the basis of Plaintiff’s allegations.

12 **INTERROGATORY NO. 3:**

13 Describe with specificity each and every policy and practice you allege CoreCivic
14 must implement in order to comply with “. . . all applicable laws and regulations” as alleged
15 in Paragraph 12 of your Complaint, including an explanation as to how each and every
16 such policy and practice will bring it into compliance with “all applicable laws and
17 regulations,” and identify all witnesses and documents you may or will use to support that
18 claim.

19 **RESPONSE TO INTERROGATORY NO. 3:**

20 Plaintiff incorporates each general objection set forth above as if fully set forth
21 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
22 harassing to require Plaintiff to develop specific policies, procedures, and practices to
23 remedy CoreCivic’s own violations of applicable Federal and State laws. Plaintiff further
24 objects that the request is premature because discovery has not yet revealed the full extent
25 of CoreCivic’s non-compliance with Federal and State laws. Plaintiff further objects that
26 the request is premature because the policies and procedures identified in the request are
27 to be included as part of an injunction against CoreCivic for proved violations of Federal
28 and State laws, which the Court will presumably fashion with the assistance of the parties

1 at the appropriate time. Plaintiff further objects that the request seeks information
2 protected by attorney-client privilege and/or the attorney work product doctrine. Plaintiff
3 further objects that the request does not seek factual information within Plaintiff's
4 knowledge, and therefore is improperly addressed to Plaintiff. Plaintiff further objects that
5 the request is compound and therefore qualifies as multiple and discrete interrogatories.
6 *See Superior Communications v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009)
7 (“An ‘obvious example’ of a discrete subpart ‘is the combining in a single interrogatory of
8 a demand for information and a demand for the documents that pertain to that event.’”
9 (internal citation omitted).)

10 **INTERROGATORY NO. 4:**

11 State all facts on which you base your contention that “CoreCivic violated federal
12 law prohibiting forced labor when CoreCivic forced, coerced, and used Plaintiffs and
13 others to work for no pay, cleaning the ‘pods’ where they were housed, and cleaning,
14 maintaining, and operating other areas of the CoreCivic detention facilities under threat of
15 punishment, including lockdown and solitary confinement,” as alleged in Paragraph 13 of
16 your Complaint, and identify all witnesses and documents you may or will use to support
17 that claim.

18 **RESPONSE TO INTERROGATORY NO. 4:**

19 Plaintiff incorporates each general objection set forth above as if fully set forth
20 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
21 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
22 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
23 request is premature because discovery is ongoing and identities of all potential or actual
24 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
25 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
26 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
27 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
28 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a

1 discrete subpart ‘is the combining in a single interrogatory of a demand for information
2 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

3 Subject to these general and specific objections, Plaintiff responds as follows:

4 Plaintiff worked a variety of jobs while detained at CoreCivic’s facilities, including
5 a variety of tasks performed on a daily basis for each job worked, including but not limited
6 to the tasks outlined in the Complaint. Plaintiff also performed tasks in the kitchen and as
7 a chemical porter to provide cleaning chemicals to the pod porters for cleaning after each
8 meal and before the final nightly count, as well as other janitorial tasks (e.g., clean
9 communal areas of the living pods, interior painting, sweeping and waxing floors, cleaning
10 drains, cleaning up liquid spills or bodily fluids (such as blood after a fight) without
11 appropriate protective gear, and handing out weekly supplies to detainees).

12 However, Plaintiff’s work was not truly voluntary, even if the work was
13 compensated (below Federal or California minimum wage) as part of the “volunteer work
14 program,” and could include work that was coerced or forced through explicit or implicit
15 threats of punishment. Plaintiff and members of the putative classes would have to perform
16 work outside of the “volunteer work program” around the facility whenever the facility
17 warden or other CoreCivic staff wanted something done (particularly in circumstances
18 where a regulator or inspector, high-level CoreCivic official, or other dignitaries would be
19 touring the facility). For example, Plaintiff and members of the putative class would have
20 to do a “deep clean” anytime a dignitary was going to tour the living pod. This included
21 cleaning common areas and all windows—including those on the second story of the
22 facility (without any safety apparatus).

23 In order to ensure Plaintiff and other putative class members would work as part of
24 the “volunteer work program” or otherwise, CoreCivic would coerce Plaintiff into
25 working—even when he did not want to do so—by either overtly threatening or implying
26 that Plaintiff could or would be punished. For example, if a detainee did not clean his
27 direct living area or clean the common areas when demanded for special visits, he would
28 be threatened with discipline for failure to follow a direct order (as per CoreCivic’s policies

1 and manuals), which could include removal from his cell and relocation to another cell
2 with higher security (including segregation), a disciplinary note being placed in the
3 detainee’s file (which the detainees were told would affect their case before their judge),
4 or having his cell tossed. In addition, a detainee in the “volunteer work program” could
5 get fired from his job for refusing to assist in common area cleaning when a dignitary was
6 arriving, even if the cleaning day happened to be on the detainee’s scheduled day off.

7 Moreover, if a detainee refused to clean his living pod, or a detainee refused to
8 participate in deep cleaning when demanded or otherwise refused to follow a direct order
9 to work, CoreCivic would punish all detainees in the pod for one detainee’s refusal to work
10 or clean. Such punishment would come in the form of a lock down where all detainees
11 could not leave their immediate living quarters, or depriving all detainees in the living pod
12 of television, microwaves, or hot water in the common areas, among other things.
13 CoreCivic punished all detainees in a living pod as a means of instilling fear and animosity
14 for the detainee who refused to work, as well as potential threats from other detainees or
15 even physical altercations.

16 Based on Plaintiff’s own experience and interaction with other detainees, Plaintiff
17 believes that his experiences in being forced to work under threat or implication of
18 punishment, segregation, and/or deprivation is similar to other detainees.

19 Plaintiff’s experiences detailed above are consistent with experiences of other
20 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
21 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
22 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
23 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
24 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
25 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
26 hours of work, and working conditions. CoreCivic would also provide work-related
27 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
28 by withholding necessities, protection, care, and services from those detainees who refuse

1 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
2 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
3 CoreCivic further punishes detainees who refuse to work, including through solitary
4 confinement / segregation, cutting off contact with family members, withholding medical
5 care, and being subjected to sexual or physical assault. These uniform policies and
6 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
7 putative classes to work or face withholding of necessities or punishment.

8 Plaintiff will not identify specific individuals who “may” be able to support
9 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
10 harassing. Plaintiff identifies generally the categories of individuals in response to
11 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
12 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
13 and (3) current or former staff or employees, all of whom were housed at or employed by
14 Plaintiff’s detention facility during the time of Plaintiff’s detention.

15 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
16 allegations because such a request is overbroad, unduly burdensome, and harassing.
17 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
18 possession and that have been or presumably will be produced periodically in this case,
19 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
20 or detainee or staff training materials related to the “volunteer work program”; any facility-
21 specific policies, procedures, contracts, literature, or detainee or staff training materials
22 related to the “volunteer work program”; facility-specific work schedules; detainee-
23 specific detention files; and internal emails, memoranda, or other correspondence related
24 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
25 of the conduct that forms the basis of Plaintiff’s allegations.

26 **INTERROGATORY NO. 5:**

27 State all facts on which you base your contention that Plaintiffs and other putative
28 class members performed the tasks outlined in items a—r of Paragraph 14 of your

1 Complaint and explain how each detainee “suffered” as a result, and identify all witnesses
2 and documents you may or will use to support that claim.

3 **RESPONSE TO INTERROGATORY NO. 5:**

4 Plaintiff incorporates each general objection set forth above as if fully set forth
5 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
6 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
7 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
8 request is premature because discovery is ongoing and identities of all potential or actual
9 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
10 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
11 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
12 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
13 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
14 discrete subpart ‘is the combining in a single interrogatory of a demand for information
15 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

16 Subject to these general and specific objections, Plaintiff responds as follows:

17 Plaintiff and other putative class members performed the tasks outlined in items
18 Paragraph 14(a) – (r) of the Complaint. The facts upon which Plaintiff bases his allegations
19 and contentions are that Plaintiff himself either performed this work while he was detained
20 at CoreCivic’s facilities, personally observed other detainees performing these tasks during
21 his detention at CoreCivic’s facilities, or learned about other detainees performing these
22 tasks through his interactions with other detainees.

23 CoreCivic misreads the word “suffered” in Paragraph 14 of the Complaint.
24 “Suffered” also means “to be allowed,” “to put up with,” or “to labor under.” When
25 properly read in context, CoreCivic suffered Plaintiff and other putative class members to
26 perform the tasks outlined in items Paragraph 14(a) – (r) of the Complaint, either as part of
27 the “volunteer work program” or by means of force or coercion through explicit or implicit
28 threats of punishment or deprivation should the tasks not be performed.

1 In any event, Plaintiff and members of the putative classes did suffer injury as a
2 result of performing these tasks because Plaintiff and members of the putative classes are
3 CoreCivic’s employees given the work they perform and the direction and control that
4 CoreCivic exercises over detainees who perform work, including control over the
5 detainee’s wages, hours of work, and working conditions. For any work part of the
6 “volunteer work program” for which Plaintiff or members of the putative classes received
7 any compensation, such compensation was significantly below the minimum hourly wage
8 required under applicable law.

9 Moreover, in numerous instances a detainee (including Plaintiff) would not be paid
10 his \$1.00 per day for the work performed. The detainee would have to check-in with the
11 living pod’s case manager or unit manager, who may or may not decide to see whether the
12 detainee was paid. In many instances of non-payment, the detainee would not ever be paid
13 for the work he performed on a given day.

14 In addition, when a detainee (including Plaintiff) was forced, coerced, or otherwise
15 required to perform work (such as deep cleaning in advance of a dignitary’s visit), the
16 detainee would not get paid the \$1.00 a day for his work. Indeed, assuming they were
17 timely paid or paid at all, detainees would get paid \$5.00 maximum for five days’ worth of
18 work, but if detainees were required to work on the sixth or seventh day of the week (the
19 detainee’s days off), the detainee would not be compensated for that work at all. The
20 detainee would still be subject to potential punishment (described above) for refusing to
21 work on his days off.

22 To the extent Plaintiff or members of the putative classes worked overtime hours,
23 they were not compensated at the appropriate overtime hourly rate. Plaintiff or members
24 of the putative classes performed work “until the job was done,” which meant that detainees
25 worked for unknown and unspecified periods of time, which also meant that detainee could
26 and would work longer hours in excess of 8 hours per day, and even work up to 12 hours
27 a day or more, depending on the number of tasks the detainee had to complete.

28 In addition, when Plaintiff worked in the kitchen, he would usually work the

1 morning shift of 3:00AM – 12:00PM. Plaintiff did so with no standard rest or meal breaks.
2 After his 9-hour shift, Plaintiff and other detainees would be asked to stay longer than their
3 shift to assist the next kitchen crew (all females) with certain tasks that would be more
4 labor-intensive or require more strength to perform, which added more hours onto
5 Plaintiff’s work shift.

6 And, as noted above, detainees may be forced or coerced to perform work on their
7 days off (in excess of five days of work) without any pay at all.

8 Plaintiff or members of the putative classes also were injured when CoreCivic failed
9 to provide appropriate rest and meal breaks as required under applicable law, and failed to
10 comply with applicable law regarding employee record keeping (such as providing
11 accurate and timely wages statements).

12 For any work that was not compensated, Plaintiff and members of the putative
13 classes did suffer injury because they were forced or coerced to perform work for free
14 under explicit or implicit threat of punishment, which not only deprived them of
15 compensation as employees required by applicable law (as well as other protections
16 afforded to employees under those laws), but also made them victims of human trafficking
17 due to their forced labor, all for the benefit of CoreCivic who otherwise would have to hire
18 and compensate non-detainee employees.

19 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2
20 and 4 above, which are incorporated here by reference, for further facts regarding the work
21 and tasks Plaintiff and members of the putative classes performed, as well as methods
22 employed by CoreCivic to force or coerce work from detainees.

23 Plaintiff’s experiences detailed above are consistent with experiences of other
24 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
25 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
26 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
27 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
28 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.

1 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
2 hours of work, and working conditions. CoreCivic would also provide work-related
3 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
4 by withholding necessities, protection, care, and services from those detainees who refuse
5 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
6 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
7 CoreCivic further punishes detainees who refuse to work, including through solitary
8 confinement / segregation, cutting off contact with family members, withholding medical
9 care, and being subjected to sexual or physical assault. These uniform policies and
10 practices at CoreCivic's facilities effectively force and coerce Plaintiff and members of the
11 putative classes to work or face withholding of necessities or punishment.

12 Plaintiff will not identify specific individuals who "may" be able to support
13 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
14 harassing. Plaintiff identifies generally the categories of individuals in response to
15 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
16 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
17 and (3) current or former staff or employees, all of whom were housed at or employed by
18 Plaintiff's detention facility during the time of Plaintiff's detention.

19 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
20 allegations because such a request is overbroad, unduly burdensome, and harassing.
21 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
22 possession and that have been or presumably will be produced periodically in this case,
23 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
24 or detainee or staff training materials related to the "volunteer work program"; any facility-
25 specific policies, procedures, contracts, literature, or detainee or staff training materials
26 related to the "volunteer work program"; facility-specific work schedules; detainee-
27 specific detention files; and internal emails, memoranda, or other correspondence related
28 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any

1 of the conduct that forms the basis of Plaintiff’s allegations.

2 **INTERROGATORY NO. 6:**

3 State all facts on which you base your contention that detainees were only paid \$1
4 per day if they volunteered for the work described in items a—r of Paragraph 14 of your
5 Complaint, and identify all witnesses and documents you may or will use to support that
6 claim.

7 **RESPONSE TO INTERROGATORY NO. 6:**

8 Plaintiff incorporates each general objection set forth above as if fully set forth
9 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
10 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
11 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
12 request is premature because discovery is ongoing and identities of all potential or actual
13 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
14 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
15 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request assumes Plaintiff or
16 members of the putative classes were actually paid for their work. Plaintiff further objects
17 that the request is compound and therefore qualifies as multiple and discrete
18 interrogatories. *See Superior Communications v. Earhugger, Inc.*, 257 F.R.D. 215, 217
19 (C.D. Cal. 2009) (“An ‘obvious example’ of a discrete subpart ‘is the combining in a single
20 interrogatory of a demand for information and a demand for the documents that pertain to
21 that event.’” (internal citation omitted).)

22 Subject to these general and specific objections, Plaintiff responds as follows:

23 Plaintiff and other putative class members performed the tasks outlined in items
24 Paragraph 14(a) – (r) of the Complaint. To the extent Plaintiff and members of the putative
25 classes were paid for their work as part of the “volunteer work program,” Plaintiff recalls
26 that he was paid \$1.00 per day for his work, but also understands that others may have been
27 paid slightly more given the type of work performed or changes to daily work pay under
28 new policies. Upon information and belief, and based on Plaintiff’s interaction with other

1 detainees during his period of detention, Plaintiff believes that other putative class
2 members detained at Plaintiff's detention facility during the time of Plaintiff's detention
3 were also paid approximately \$1.00 per day for their work. Upon further information and
4 belief, Plaintiff believes that members of the putative classes housed at Plaintiff's facility
5 during times other than Plaintiff's period of detention, as well as putative class members
6 at other CoreCivic facilities, were also paid approximately \$1.00 per day for their work.

7 Moreover, in numerous instances a detainee (including Plaintiff) would not be paid
8 his \$1.00 per day for the work performed. The detainee would have to check-in with the
9 living pod's case manager or unit manager, who may or may not decide to see whether the
10 detainee was paid. In many instances of non-payment, the detainee would not ever be paid
11 for the work he performed on a given day.

12 In addition, when a detainee (including Plaintiff) was forced, coerced, or otherwise
13 required to perform work (such as deep cleaning in advance of a dignitary's visit), the
14 detainee would not get paid the \$1.00 a day for his work. Indeed, assuming they were
15 timely paid or paid at all, detainees would get paid \$5.00 maximum for five days' worth of
16 work, but if detainees were required to work on the sixth or seventh day of the week (the
17 detainee's days off), the detainee would not be compensated for that work at all. The
18 detainee would still be subject to potential punishment (described above) for refusing to
19 work on his days off.

20 To the extent Plaintiff or members of the putative classes worked overtime hours,
21 they were not compensated at the appropriate overtime hourly rate. Plaintiff or members
22 of the putative classes performed work "until the job was done," which meant that detainees
23 worked for unknown and unspecified periods of time, which also meant that detainee could
24 and would work longer hours in excess of 8 hours per day, and even work up to 12 hours
25 a day or more, depending on the number of tasks the detainee had to complete. As noted
26 above, detainees may be forced or coerced to perform work on their days off (in excess of
27 five days of work) without any pay at all.

28 In addition, when Plaintiff worked in the kitchen, he would usually work the

1 morning shift of 3:00AM – 12:00PM. Plaintiff did so with no standard rest or meal breaks.
2 After his 9-hour shift, Plaintiff and other detainees would be asked to stay longer than their
3 shift to assist the next kitchen crew (all females) with certain tasks that would be more
4 labor-intensive or require more strength to perform, which added more hours onto
5 Plaintiff’s work shift.

6 Furthermore, even if Plaintiff and/or members of the putative classes were not paid
7 exactly \$1.00 per day for their work, the distinction is immaterial. Plaintiff and members
8 of the putative classes performed work for the benefit of CoreCivic and for which
9 CoreCivic would otherwise have to hire and compensate non-detainee employees in
10 compliance with all applicable laws. Plaintiff and members of the putative classes received
11 compensation at a rate significantly below the minimum hourly wage required under
12 applicable law (including any applicable overtime wages).

13 Moreover, for any work that was not compensated, Plaintiff and members of the
14 putative classes suffered further injury because they were forced or coerced to perform
15 work for free under explicit or implicit threat of punishment, which not only deprived them
16 of compensation as employees required by applicable law (as well as other protections
17 afforded to employees under those laws), but also made them victims of human trafficking
18 due to their forced labor.

19 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
20 4, and 5 above, which are incorporated here by reference, for further facts regarding the
21 work and tasks Plaintiff and members of the putative classes performed, as well as methods
22 employed by CoreCivic to force or coerce work from detainees.

23 Plaintiff’s experiences detailed above are consistent with experiences of other
24 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
25 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
26 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
27 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
28 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.

1 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
2 hours of work, and working conditions. CoreCivic would also provide work-related
3 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
4 by withholding necessities, protection, care, and services from those detainees who refuse
5 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
6 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
7 CoreCivic further punishes detainees who refuse to work, including through solitary
8 confinement / segregation, cutting off contact with family members, withholding medical
9 care, and being subjected to sexual or physical assault. These uniform policies and
10 practices at CoreCivic's facilities effectively force and coerce Plaintiff and members of the
11 putative classes to work or face withholding of necessities or punishment.

12 Plaintiff will not identify specific individuals who "may" be able to support
13 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
14 harassing. Plaintiff identifies generally the categories of individuals in response to
15 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
16 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
17 and (3) current or former staff or employees, all of whom were housed at or employed by
18 Plaintiff's detention facility during the time of Plaintiff's detention.

19 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
20 allegations because such a request is overbroad, unduly burdensome, and harassing.
21 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
22 possession and that have been or presumably will be produced periodically in this case,
23 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
24 or detainee or staff training materials related to the "volunteer work program"; any facility-
25 specific policies, procedures, contracts, literature, or detainee or staff training materials
26 related to the "volunteer work program"; facility-specific work schedules; detainee-
27 specific detention files; and internal emails, memoranda, or other correspondence related
28 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any

1 of the conduct that forms the basis of Plaintiff’s allegations. Pursuant to Rule 33(d) of the
2 Federal Rules of Civil Procedure, Plaintiff further states that the answer to this
3 interrogatory may be determined by examining, auditing, compiling, abstracting, or
4 summarizing CoreCivic’s own business records and/or electronically stored information,
5 that the burden of deriving or ascertaining the answer to this interrogatory is substantially
6 more burdensome for Plaintiff because the answer is to be found in CoreCivic’s own
7 records, and that CoreCivic can review its own records (described above) to ascertain the
8 answer to this interrogatory.

9 **INTERROGATORY NO. 7:**

10 State all facts on which you base your contention that detainees “. . . are/were only
11 allowed to spend their \$1 per day at the CoreCivic ‘company store’ or commissary,” as
12 alleged in Paragraph 15 of your Complaint, describe how this alleged limitation contributed
13 to the damages claimed by Plaintiffs and the putative class members, and identify all
14 witnesses and documents you may or will use to support that claim.

15 **RESPONSE TO INTERROGATORY NO. 7:**

16 Plaintiff incorporates each general objection set forth above as if fully set forth
17 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
18 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
19 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
20 request is premature because discovery is ongoing and identities of all potential or actual
21 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
22 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
23 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request assumes Plaintiff or
24 members of the putative classes were actually paid for their work. Plaintiff further objects
25 that the request is compound and therefore qualifies as multiple and discrete
26 interrogatories. *See Superior Communications v. Earhugger, Inc.*, 257 F.R.D. 215, 217
27 (C.D. Cal. 2009) (“An ‘obvious example’ of a discrete subpart ‘is the combining in a single
28 interrogatory of a demand for information and a demand for the documents that pertain to

1 that event.” (internal citation omitted).)

2 Subject to these general and specific objections, Plaintiff responds as follows:

3 To the extent Plaintiff and members of the putative classes were paid for their work
4 as part of the “volunteer work program” (regardless of whether the amount was \$1.00 per
5 day or some other negligible daily amount well below minimum wage requirements),
6 Plaintiff recalls that, during his period of detention, he was permitted to spend such monies
7 only at the commissary in the detention facility or for telephone calls.

8 Even if money paid for work could in theory be spent on non-commissary purchases
9 (which to Plaintiff’s knowledge it cannot), the practical reality is that a detainee would not
10 be able to afford such purchases. The weekly ration of hygiene supplies provided by
11 CoreCivic to detainees was generally two small “hotel size” bars of soap, one shampoo
12 (effectively single use), one toothbrush, one toothpaste, and two rolls of toilet paper. These
13 supplies are insufficient to last a detainee an entire week. As a result, detainees (including
14 Plaintiff) would spend their funds on commissary items such as additional shower soap and
15 shampoo in order to maintain basic levels of hygiene and cleanliness. When each detainee
16 was paid at most \$5.00 per week, the only practical option was to spend the money at the
17 commissary on necessities that CoreCivic should have been providing in the first place.

18 In addition, detainees (including Plaintiff) would regularly purchase larger quantities
19 of shampoo from the commissary and use it as a cleaning agent for their immediate living
20 areas. CoreCivic did not provide supplies to detainees to clean their immediate living areas
21 despite that CoreCivic required detainees to maintain those areas. In effect, detainees had
22 to spend their work allowance on supplies to clean CoreCivic’s facility.

23 Plaintiff also spent his work allowance money on additional basic food items, such
24 as noodles, because the meals provided by CoreCivic were insufficient.

25 Moreover, upon information and belief, and based on Plaintiff’s interaction with
26 other detainees during his period of detention, Plaintiff believes that other putative class
27 members detained at Plaintiff’s detention facility during the time of Plaintiff’s detention
28 were also similarly limited in their use of any compensation from the “volunteer work

1 program.” Upon further information and belief, Plaintiff believes that members of the
2 putative classes housed at Plaintiff’s facility during times other than Plaintiff’s period of
3 detention, as well as putative class members at other CoreCivic facilities, were also
4 similarly limited in their use of any compensation from the “volunteer work program.”

5 The fact that Plaintiffs and members of the putative classes were forced to use the
6 compensation from the “volunteer work program” only at each detention facility’s
7 commissary contributes to the potential damages the putative classes suffered. Because
8 CoreCivic did not provide enough basic supplies and necessities on a weekly basis (such
9 as hygiene supplies to last one week), detainees were forced to purchase hygiene products
10 such as shower soap and shampoo simply to maintain basic hygiene and cleanliness.
11 Detainees also paid for supplies, such as shampoo, to clean their immediate living areas—
12 and failure to do so would result in potential punishment for the detainee or the living pod,
13 as outlined above. In addition, CoreCivic also inflated prices charged for its commissary
14 goods. In effect, Plaintiff and members of the putative classes were working to purchase
15 basic supplies from CoreCivic that CoreCivic should have been providing in the first place.

16 Moreover, even if Plaintiffs or putative class members could have used funds for
17 other things, the daily work pay provided by CoreCivic (\$1.00 per day with a maximum of
18 \$5.00 per week) was so negligible that use of the funds for anything else was effectively
19 foreclosed. During his detention, Plaintiff was never informed by CoreCivic that he could
20 use his account funds for anything other than commissary purchases. Upon further
21 information and belief, Plaintiff believes that members of the putative classes were also
22 not provided with this information.

23 Plaintiff’s experiences detailed above are consistent with experiences of other
24 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
25 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
26 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
27 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
28 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.

1 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
2 hours of work, and working conditions. CoreCivic would also provide work-related
3 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
4 by withholding necessities, protection, care, and services from those detainees who refuse
5 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
6 they can purchase necessities from CoreCivic that CoreCivic should already be providing.

7 Plaintiff will not identify specific individuals who "may" be able to support
8 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
9 harassing. Plaintiff identifies generally the categories of individuals in response to
10 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
11 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
12 and (3) current or former staff or employees, all of whom were housed at or employed by
13 Plaintiff's detention facility during the time of Plaintiff's detention.

14 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
15 allegations because such a request is overbroad, unduly burdensome, and harassing.
16 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
17 possession and that have been or presumably will be produced periodically in this case,
18 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
19 or detainee or staff training materials related to the "volunteer work program"; any facility-
20 specific policies, procedures, contracts, literature, or detainee or staff training materials
21 related to the "volunteer work program"; CoreCivic's general policies and procedures, or
22 facility-specific policies and procedures, related to detainees' use or expenditure of
23 compensation from the "volunteer work program"; detainee-specific detention files;
24 facility-specific accounting records related to detainee money accounts, including the
25 source of each deposit into a detainee's account and all expenditures from that account;
26 and internal emails, memoranda, or other correspondence related to the policies,
27 procedures, and practices that relate to, approve of, ratify, or encourage any of the conduct
28 that forms the basis of Plaintiff's allegations. Pursuant to Rule 33(d) of the Federal Rules

1 of Civil Procedure, Plaintiff further states that the answer to this interrogatory may be
2 determined by examining, auditing, compiling, abstracting, or summarizing CoreCivic’s
3 own business records and/or electronically stored information, that the burden of deriving
4 or ascertaining the answer to this interrogatory is substantially more burdensome for
5 Plaintiff because the answer is to be found in CoreCivic’s own records, and that CoreCivic
6 can review its own records (described above) to ascertain the answer to this interrogatory.

7 **INTERROGATORY NO. 8:**

8 State all facts on which you base your contention that “. . . CoreCivic forced and
9 coerced Plaintiffs and members of the putative class, to clean, maintain, scrub sweep, and
10 mop floors, bathrooms, showers, toilets, and windows for no pay at all . . . by threatening
11 to punish not only those who refused to work, but also other detainees in the pods with
12 confinement, physical restraint, substantial and sustained restriction, deprivation, and
13 violation of their liberty, and solitary confinement, all with the intent to obtain forced labor
14 or services and as punishment for any refusal to work causing Plaintiffs severe mental pain
15 and suffering,” as alleged in Paragraph 16 of your Complaint, and identify all witnesses
16 and documents you may or will use to support that claim.

17 **RESPONSE TO INTERROGATORY NO. 8:**

18 Plaintiff incorporates each general objection set forth above as if fully set forth
19 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
20 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
21 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
22 request is premature because discovery is ongoing and identities of all potential or actual
23 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
24 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
25 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
26 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
27 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
28 discrete subpart ‘is the combining in a single interrogatory of a demand for information

1 and a demand for the documents that pertain to that event.” (internal citation omitted.)

2 Subject to these general and specific objections, Plaintiff responds as follows:

3 CoreCivic would force or coerce Plaintiff and members of the putative classes into
4 performing the tasks identified in Paragraph 16 of the Complaint—even when they did not
5 want to do so—by either overtly threatening or implying that Plaintiff would be punished.
6 For example, a detainee would be threatened with discipline for failure to follow a direct
7 order (as per CoreCivic’s policies and manuals), which could include removal from his cell
8 and relocation to another cell with higher security (including segregation), a disciplinary
9 note being placed in the detainee’s file (which the detainees were told would affect their
10 case before their judge), or having his cell tossed. Plaintiff and putative class members
11 were also forced by CoreCivic to clean parts of the facility that were outside of their
12 respective immediate personal living areas.

13 Moreover, if a detainee refused to clean his living pod, or a detainee refused to
14 participate in deep cleaning when demanded or otherwise refused to follow a direct order
15 to work, CoreCivic would punish all detainees in the pod for one detainee’s refusal to work
16 or clean. Such punishment would come in the form of a lock down where all detainees
17 could not leave their immediate living quarters, or depriving all detainees in the living pod
18 of television, microwaves, or hot water in the common areas, among other things.
19 CoreCivic punished all detainees in a living pod as a means of instilling fear and animosity
20 for the detainee who refused to work, as well as creating the potential for threats from other
21 detainees or even physical altercations.

22 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
23 4, and 5 above, which are incorporated here by reference, for further facts regarding the
24 work and tasks Plaintiff and members of the putative classes performed, as well as methods
25 employed by CoreCivic to force or coerce work from detainees.

26 Based on personal experience, and observation of and interaction with other
27 detainees, Plaintiff believes that his experiences in being forced to work under threat or
28 implication of punishment, segregation, and/or deprivation is similar to other detainees.

1 Plaintiff's experiences detailed above are consistent with experiences of other
2 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
3 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
4 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
5 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
6 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
7 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
8 hours of work, and working conditions. CoreCivic would also provide work-related
9 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
10 by withholding necessities, protection, care, and services from those detainees who refuse
11 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
12 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
13 CoreCivic further punishes detainees who refuse to work, including through solitary
14 confinement / segregation, cutting off contact with family members, withholding medical
15 care, and being subjected to sexual or physical assault. These uniform policies and
16 practices at CoreCivic's facilities effectively force and coerce Plaintiff and members of the
17 putative classes to work or face withholding of necessities or punishment.

18 Plaintiff will not identify specific individuals who "may" be able to support
19 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
20 harassing. Plaintiff identifies generally the categories of individuals in response to
21 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
22 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
23 and (3) current or former staff or employees, all of whom were housed at or employed by
24 Plaintiff's detention facility during the time of Plaintiff's detention.

25 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
26 allegations because such a request is overbroad, unduly burdensome, and harassing.
27 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
28 possession and that have been or presumably will be produced periodically in this case,

1 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
2 or detainee or staff training materials related to the “volunteer work program”; any facility-
3 specific policies, procedures, contracts, literature, or detainee or staff training materials
4 related to the “volunteer work program”; facility-specific work schedules; detainee-
5 specific detention files; and internal emails, memoranda, or other correspondence related
6 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
7 of the conduct that forms the basis of Plaintiff’s allegations. Pursuant to Rule 33(d) of the
8 Federal Rules of Civil Procedure, Plaintiff further states that the answer to this
9 interrogatory may be determined by examining, auditing, compiling, abstracting, or
10 summarizing CoreCivic’s own business records and/or electronically stored information,
11 that the burden of deriving or ascertaining the answer to this interrogatory is substantially
12 more burdensome for Plaintiff because the answer is to be found in CoreCivic’s own
13 records, and that CoreCivic can review its own records (described above) to ascertain the
14 answer to this interrogatory.

15 **INTERROGATORY NO. 9:**

16 State all facts on which you base your contention that Defendant “. . . acted with
17 malice, oppression, fraud, and duress. . . ,” as alleged in Paragraph 17 of your Complaint,
18 and identify all witnesses and documents you may or will use to support that claim.

19 **RESPONSE TO INTERROGATORY NO. 9:**

20 Plaintiff incorporates each general objection set forth above as if fully set forth
21 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
22 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
23 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
24 request is premature because discovery is ongoing and identities of all potential or actual
25 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
26 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
27 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
28 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*

1 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
2 discrete subpart ‘is the combining in a single interrogatory of a demand for information
3 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

4 Subject to these general and specific objections, Plaintiff responds as follows:

5 CoreCivic acted with malice, oppression, fraud, and duress in relation to the conduct
6 alleged in the Complaint. CoreCivic controlled the detainees’ living conditions, working
7 conditions, hours of work, types of work, and compensation for work, in addition to making
8 all determinations on any promotions, demotions, or terminations from the “voluntary work
9 program”—over which CoreCivic exercised exclusive policy control and decision-making
10 authority within each detention facility.

11 For any work part of the “volunteer work program” for which Plaintiff or members
12 of the putative classes received any compensation, such compensation was significantly
13 below the minimum hourly wage required under applicable law. CoreCivic knowingly
14 paid detainees less than the applicable minimum wage, and did so to benefit CoreCivic’s
15 bottom line. But for the significantly underpaid work performed by detainees, CoreCivic
16 would have to hire non-detainee employees paid at least the applicable minimum wage.

17 To the extent Plaintiff or members of the putative classes worked overtime hours,
18 they were not compensated at the appropriate overtime hourly rate under applicable law.
19 CoreCivic knowingly paid detainees less than the applicable overtime wage, and did so to
20 benefit CoreCivic’s bottom line. But for the significantly underpaid work performed by
21 detainees, CoreCivic would have to hire non-detainee employees paid at least the
22 applicable overtime wage.

23 Moreover, CoreCivic failed to provide appropriate rest and meal breaks as required
24 under applicable law, and failed to comply with applicable law regarding employee record
25 keeping (such as providing accurate and timely wages statements). CoreCivic knowingly
26 deprived detainees of rest and meal breaks, and also knowingly failed to keep accurate
27 employment records to reflect what work detainees performed and for how long.

28 In addition, CoreCivic would force or coerce detainees to perform work without

1 compensation through explicit or implied threats of punishment. To exacerbate the threat,
2 if a detainee refused to clean his living pod, or a detainee refused to participate in deep
3 cleaning when demanded or otherwise refused to follow a direct order to work, CoreCivic
4 would punish all detainees in the pod for one detainee's refusal to work or clean. Such
5 punishment would come in the form of a lock down where all detainees could not leave
6 their immediate living quarters, or depriving all detainees in the living pod of television,
7 microwaves, or hot water in the common areas, among other things. CoreCivic punished
8 all detainees in a living pod as a means of instilling fear and animosity for the detainee who
9 refused to work, as well as creating the potential for threats from other detainees or even
10 physical altercations. CoreCivic made these threats and forced detainees to work without
11 any pay knowingly and in violation of State law, Federal law, and CoreCivic's own policies
12 regarding the "volunteer work program."

13 CoreCivic's knowing violations of State and Federal labor laws, in addition to
14 knowingly forcing detainees to work for no pay under threat of punishment, constitute
15 malice, oppression, fraud, and duress in CoreCivic's exercise of control over the detainees
16 for CoreCivic's bottom line profit.

17 Plaintiff bases these allegations and contentions on the fact that Plaintiff himself
18 either performed this underpaid (or no pay) work while he was detained at CoreCivic's
19 facilities, personally observed other detainees performing these tasks for minimal pay or
20 being forced to perform work for no pay and under threat of punishment, or learned about
21 other detainees performing these minimally paid tasks or forced labor through his
22 interactions with other detainees. Plaintiff further refers CoreCivic to Plaintiff's responses
23 to Interrogatories Nos. 2, 4, and 5 above, which are incorporated here by reference, for
24 further facts regarding the work and tasks Plaintiff and members of the putative classes
25 performed, as well as methods employed by CoreCivic to force or coerce work from
26 detainees.

27 Plaintiff's experiences detailed above are consistent with experiences of other
28 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,

1 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
2 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
3 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
4 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
5 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
6 hours of work, and working conditions. CoreCivic would also provide work-related
7 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
8 by withholding necessities, protection, care, and services from those detainees who refuse
9 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
10 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
11 CoreCivic further punishes detainees who refuse to work, including through solitary
12 confinement / segregation, cutting off contact with family members, withholding medical
13 care, and being subjected to sexual or physical assault. These uniform policies and
14 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
15 putative classes to work or face withholding of necessities or punishment.

16 Plaintiff will not identify specific individuals who “may” be able to support
17 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
18 harassing. Plaintiff identifies generally the categories of individuals in response to
19 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
20 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
21 and (3) current or former staff or employees, all of whom were housed at or employed by
22 Plaintiff’s detention facility during the time of Plaintiff’s detention.

23 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
24 allegations because such a request is overbroad, unduly burdensome, and harassing.
25 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
26 possession and that have been or presumably will be produced periodically in this case,
27 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
28 or detainee or staff training materials related to the “volunteer work program”; any facility-

1 specific policies, procedures, contracts, literature, or detainee or staff training materials
2 related to the “volunteer work program”; facility-specific work schedules; detainee-
3 specific detention files; and internal emails, memoranda, or other correspondence related
4 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
5 of the conduct that forms the basis of Plaintiff’s allegations.

6 **INTERROGATORY NO. 10:**

7 Describe with specificity how “Plaintiffs and the putative class members have
8 suffered, and are continuing to suffer, real-world, actual, concrete harm . . .,” as alleged in
9 Paragraph 19 of your Complaint, state each and every fact on which you base this
10 contention, and identify all witnesses and documents you may or will use to support that
11 claim. *See Superior Communications v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal.
12 2009) (“An ‘obvious example’ of a discrete subpart ‘is the combining in a single
13 interrogatory of a demand for information and a demand for the documents that pertain to
14 that event.’” (internal citation omitted).)

15 **RESPONSE TO INTERROGATORY NO. 10:**

16 Plaintiff incorporates each general objection set forth above as if fully set forth
17 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
18 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
19 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
20 request is premature because discovery is ongoing and identities of all potential or actual
21 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
22 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
23 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the issue of pleading standing was
24 already addressed by the Court in prior motion practice. Plaintiff further objects that the
25 request is compound and therefore qualifies as multiple and discrete interrogatories.

26 Subject to these general and specific objections, Plaintiff responds as follows:

27 Plaintiffs and putative class members have suffered, and are continuing to suffer,
28 real-world, actual, concrete harm due to CoreCivic’s knowing violations of State and

1 Federal labor laws, in addition to knowingly forcing detainees to work for no pay under
2 threat of punishment, in order to enhance CoreCivic’s bottom line profit.

3 CoreCivic controlled the detainees’ living conditions, working conditions, hours of
4 work, types of work, and compensation for work, in addition to making all determinations
5 on any promotions, demotions, or terminations from the “voluntary work program”—over
6 which CoreCivic exercised exclusive policy control and decision-making authority within
7 each detention facility. CoreCivic knowingly paid detainees less than the applicable
8 minimum wage, and knowingly paid detainees less than the applicable overtime wage, all
9 to benefit CoreCivic’s bottom line. But for the significantly underpaid work performed by
10 detainees, CoreCivic would have to hire non-detainee employees paid at least a wage
11 required by applicable labor law. CoreCivic failed to provide appropriate rest and meal
12 breaks as required under applicable law, and failed to comply with applicable law regarding
13 employee record keeping. CoreCivic would force or coerce detainees to perform work
14 without compensation through explicit or implied threats of punishment. Plaintiff further
15 refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2, 4, and 5 above, which
16 are incorporated here by reference, for further facts regarding the work and tasks Plaintiff
17 and members of the putative classes performed, as well as methods employed by CoreCivic
18 to force or coerce work from detainees.

19 These knowing acts by CoreCivic and its personnel caused actual, concrete harm to
20 Plaintiff and members of the putative classes because they were deprived of wages due and
21 owing to them, were deprived of meal and rest breaks due and owing to them, and were
22 forced to work for free under threat of punishment. In addition to monetary injury, Plaintiff
23 and members of the putative classes also suffered physical and psychological effects of
24 CoreCivic’s coercion, such as mental and emotional distress (including but not limited to
25 fear and intimidation to work due to punishment, isolation, or punishment of all detainees
26 in a living pod for one detainee’s failure to work); physical injury based on certain tasks
27 performed (including fear of potential physical injury or exposure to the possibility of
28 injury based on a particular job assignment); and related medical issues.

1 Plaintiff bases these allegations and contentions on the fact that Plaintiff himself
2 either performed this underpaid (or no pay) work while he was detained at CoreCivic’s
3 facilities, personally observed other detainees performing these tasks for minimal pay or
4 being forced to perform work for no pay and under threat of punishment, or learned about
5 other detainees performing these minimally paid tasks or forced labor through his
6 interactions with other detainees.

7 Plaintiff’s experiences detailed above are consistent with experiences of other
8 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
9 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
10 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
11 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
12 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
13 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
14 hours of work, and working conditions. CoreCivic would also provide work-related
15 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
16 by withholding necessities, protection, care, and services from those detainees who refuse
17 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
18 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
19 CoreCivic further punishes detainees who refuse to work, including through solitary
20 confinement / segregation, cutting off contact with family members, withholding medical
21 care, and being subjected to sexual or physical assault. These uniform policies and
22 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
23 putative classes to work or face withholding of necessities or punishment.

24 Plaintiff will not identify specific individuals who “may” be able to support
25 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
26 harassing. Plaintiff identifies generally the categories of individuals in response to
27 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
28 allegations—namely, (1) members of the putative classes, (2) current or former wardens,

1 and (3) current or former staff or employees, all of whom were housed at or employed by
2 Plaintiff's detention facility during the time of Plaintiff's detention.

3 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
4 allegations because such a request is overbroad, unduly burdensome, and harassing.
5 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
6 possession and that have been or presumably will be produced periodically in this case,
7 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
8 or detainee or staff training materials related to the "volunteer work program"; any facility-
9 specific policies, procedures, contracts, literature, or detainee or staff training materials
10 related to the "volunteer work program"; facility-specific work schedules; detainee-
11 specific detention files; and internal emails, memoranda, or other correspondence related
12 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
13 of the conduct that forms the basis of Plaintiff's allegations.

14 **INTERROGATORY NO. 11:**

15 State all facts on which you base your contention that ". . . these illegal practices
16 appear endemic to the Core-Civic [sic] operations on a California-wide, and indeed a
17 nationwide, scale," as alleged in Paragraph 20 of your Complaint, and identify all witnesses
18 and documents you may or will use to support that claim.

19 **RESPONSE TO INTERROGATORY NO. 11:**

20 Plaintiff incorporates each general objection set forth above as if fully set forth
21 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
22 harassing by requiring Plaintiff to identify "all witnesses and documents" that Plaintiff
23 "may" use to support the allegations in the Complaint. Plaintiff further objects that the
24 request is premature because discovery is ongoing and identities of all potential or actual
25 witnesses, as well as the existence of documents in CoreCivic's possession, is not yet
26 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
27 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
28 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*

1 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
2 discrete subpart ‘is the combining in a single interrogatory of a demand for information
3 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

4 Subject to these general and specific objections, Plaintiff responds as follows:

5 CoreCivic’s illegal practices are endemic to CoreCivic’s operations throughout its
6 California facilities and throughout the nation. CoreCivic knowingly violated State and
7 Federal labor laws, in addition to knowingly forcing detainees to work for no pay under
8 threat of punishment. CoreCivic controlled the detainees’ living conditions, working
9 conditions, hours of work, types of work, and compensation for work, in addition to making
10 all determinations on any promotions, demotions, or terminations from the “voluntary work
11 program”—over which CoreCivic exercised exclusive policy control and decision-making
12 authority within each detention facility. CoreCivic knowingly paid detainees less than the
13 applicable minimum wage, and knowingly paid detainees less than the applicable overtime
14 wage, all to benefit CoreCivic’s bottom line.

15 Moreover, CoreCivic policies and third-party contracts (including with Trinity
16 Services) require CoreCivic to provide a detainee labor pool with a certain number of
17 detainee workers for certain jobs. CoreCivic (and its third-party contractors) relied on
18 forced labor, free labor, and/or minimally paid labor to perform work that CoreCivic or its
19 contractors would otherwise have to pay non-detainee workers at least minimum wage.

20 But for the significantly underpaid work performed by detainees, CoreCivic would
21 have to hire non-detainee employees paid at least a wage required by applicable labor law.
22 CoreCivic failed to provide appropriate rest and meal breaks as required under applicable
23 law, and failed to comply with applicable law regarding employee record keeping.
24 CoreCivic would force or coerce detainees to perform work without compensation through
25 explicit or implied threats of punishment. These knowing acts by CoreCivic and its
26 personnel caused actual, concrete harm to Plaintiff and members of the putative classes
27 because they were deprived of wages due and owing to them, were deprived of meal and
28 rest breaks due and owing to them, and were forced to work for free under threat of

1 punishment.

2 CoreCivic’s consistent failure to pay detainees required minimum or overtime
3 wages, provide requires rest or meal breaks, ensure accurate record keeping, and knowingly
4 forcing detainees to perform work under threat of punishment, demonstrate a clear policy
5 and practice of illegal activity and knowing violation of law throughout California
6 detention facilities. Plaintiff bases these allegations and contentions on the fact that
7 Plaintiff himself either performed this underpaid work while he was detained at
8 CoreCivic’s facilities, personally observed other detainees performing these tasks for
9 minimal pay or being forced to perform work for no pay and under threat of punishment,
10 or learned about other detainees performing these minimally paid tasks or forced labor
11 through his interactions with other detainees. Plaintiff further refers CoreCivic to
12 Plaintiff’s responses to Interrogatories Nos. 2, 4, and 5 above, which are incorporated here
13 by reference, for further facts regarding the work and tasks Plaintiff and members of the
14 putative classes performed, as well as methods employed by CoreCivic to force or coerce
15 work from detainees.

16 Upon information and belief, CoreCivic’s practices in its California facilities are
17 similar to its practices in other detention facilities throughout the United States—namely,
18 CoreCivic’s consistent failure to pay detainees required minimum or overtime wages,
19 provide requires rest or meal breaks, ensure accurate record keeping, and knowingly
20 forcing detainees to perform work under threat of punishment. Plaintiff’s experiences at
21 several of CoreCivic’s detention facilities throughout the United States, and his interactions
22 with detainees at those facilities, confirms that the above conduct is at its core a policy and
23 practice across all CoreCivic’s facilities.

24 Plaintiff’s experiences detailed above are consistent with experiences of other
25 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
26 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in Gonzalez, et al.
27 v. CoreCivic, Inc., Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
28 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to

1 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
2 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
3 hours of work, and working conditions. CoreCivic would also provide work-related
4 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
5 by withholding necessities, protection, care, and services from those detainees who refuse
6 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
7 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
8 CoreCivic further punishes detainees who refuse to work, including through solitary
9 confinement / segregation, cutting off contact with family members, withholding medical
10 care, and being subjected to sexual or physical assault. These uniform policies and
11 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
12 putative classes to work or face withholding of necessities or punishment.

13 Plaintiff will not identify specific individuals who “may” be able to support
14 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
15 harassing. Plaintiff identifies generally the categories of individuals in response to
16 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
17 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
18 and (3) current or former staff or employees, all of whom were housed at or employed by
19 Plaintiff’s detention facility during the time of Plaintiff’s detention.

20 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
21 allegations because such a request is overbroad, unduly burdensome, and harassing.
22 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
23 possession and that have been or presumably will be produced periodically in this case,
24 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
25 or detainee or staff training materials related to the “volunteer work program”; any facility-
26 specific policies, procedures, contracts, literature, or detainee or staff training materials
27 related to the “volunteer work program”; facility-specific work schedules; detainee-
28 specific detention files; and internal emails, memoranda, or other correspondence related

1 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
2 of the conduct that forms the basis of Plaintiff’s allegations. Pursuant to Rule 33(d) of the
3 Federal Rules of Civil Procedure, Plaintiff further states that the answer to this
4 interrogatory may be determined by examining, auditing, compiling, abstracting, or
5 summarizing CoreCivic’s own business records and/or electronically stored information,
6 that the burden of deriving or ascertaining the answer to this interrogatory is substantially
7 more burdensome for Plaintiff because the answer is to be found in CoreCivic’s own
8 records, and that CoreCivic can review its own records (described above) to ascertain the
9 answer to this interrogatory.

10 **INTERROGATORY NO. 12:**

11 Describe with specificity each and every “false statement” you allege was made by
12 Defendant “. . . regarding the legality of their [sic] False Labor and Dollar-A-Day Work
13 practices,” as alleged in Paragraph 22 of your Complaint, and identify all witnesses and
14 documents you may or will use to support that claim.

15 **RESPONSE TO INTERROGATORY NO. 12:**

16 Plaintiff incorporates each general objection set forth above as if fully set forth
17 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
18 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
19 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
20 request is premature because discovery is ongoing and identities of all potential or actual
21 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
22 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
23 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
24 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
25 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
26 discrete subpart ‘is the combining in a single interrogatory of a demand for information
27 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

28 Subject to these general and specific objections, Plaintiff responds as follows:

1 Despite CoreCivic’s statements that its volunteer work program and related practices
2 were legal, CoreCivic knowingly violated of State and Federal labor laws, in addition to
3 knowingly forcing detainees to work for no pay under threat of punishment. CoreCivic
4 controlled the detainees’ living conditions, working conditions, hours of work, types of
5 work, and compensation for work, in addition to making all determinations on any
6 promotions, demotions, or terminations from the “voluntary work program”—over which
7 CoreCivic exercised exclusive policy control and decision-making authority within each
8 detention facility. CoreCivic knowingly paid detainees less than the applicable minimum
9 wage, and knowingly paid detainees less than the applicable overtime wage, all to benefit
10 CoreCivic’s bottom line. But for the significantly underpaid work performed by detainees,
11 CoreCivic would have to hire non-detainee employees paid at least a wage required by
12 applicable labor law. CoreCivic failed to provide appropriate rest and meal breaks as
13 required under applicable law, and failed to comply with applicable law regarding
14 employee record keeping. CoreCivic would force or coerce detainees to perform work
15 without compensation through explicit or implied threats of punishment, again in violation
16 of law. CoreCivic’s policy to disregard applicable labor laws and forced labor laws made
17 CoreCivic’s statements that its program was legal false.

18 Relatedly, CoreCivic represented that the work program was “voluntary,” but in
19 reality the work program was not voluntary because detainees had to work in order to
20 purchase necessities from the facility commissary, were threatened with punishment if they
21 refused to work, and/or were otherwise forced or coerced to perform work regardless of
22 compensation. CoreCivic’s statements that the work program was entirely voluntary are
23 false, misleading, and contrary to CoreCivic’s own policies.

24 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
25 4, and 5 above, which are incorporated here by reference, for further facts regarding the
26 work and tasks Plaintiff and members of the putative classes performed, as well as methods
27 employed by CoreCivic to force or coerce work from detainees.

28 Moreover, CoreCivic omitted key information regarding the work program,

1 including the fact that detainee workers were afforded the protection of various labor laws
2 because detainee workers qualified as CoreCivic’s employees, or conversely CoreCivic’s
3 statements to detainees that they were not entitled to labor law protection was false.

4 Plaintiff’s experiences detailed above are consistent with experiences of other
5 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
6 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
7 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
8 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
9 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
10 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
11 hours of work, and working conditions. CoreCivic would also provide work-related
12 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
13 by withholding necessities, protection, care, and services from those detainees who refuse
14 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
15 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
16 CoreCivic further punishes detainees who refuse to work, including through solitary
17 confinement / segregation, cutting off contact with family members, withholding medical
18 care, and being subjected to sexual or physical assault. These uniform policies and
19 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
20 putative classes to work or face withholding of necessities or punishment.

21 Plaintiff will not identify specific individuals who “may” be able to support
22 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
23 harassing. Plaintiff identifies generally the categories of individuals in response to
24 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
25 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
26 and (3) current or former staff or employees, all of whom were housed at or employed by
27 Plaintiff’s detention facility during the time of Plaintiff’s detention.

28 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s

1 allegations because such a request is overbroad, unduly burdensome, and harassing.
2 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
3 possession and that have been or presumably will be produced periodically in this case,
4 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
5 or detainee or staff training materials related to the “volunteer work program”; any facility-
6 specific policies, procedures, contracts, literature, or detainee or staff training materials
7 related to the “volunteer work program”; facility-specific work schedules; detainee-
8 specific detention files; and internal emails, memoranda, or other correspondence related
9 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
10 of the conduct that forms the basis of Plaintiff’s allegations.

11 **INTERROGATORY NO. 13:**

12 State all facts on which you base your contention that “Plaintiffs and Class Members
13 were forced, coerced, and made to perform labor and services, including Forced Labor, for
14 CoreCivic . . .” by the means outlined in a—c of Paragraphs 42 and 56 of your Complaint,
15 and identify all witnesses and documents you may or will use to support that claim.

16 **RESPONSE TO INTERROGATORY NO. 13:**

17 Plaintiff incorporates each general objection set forth above as if fully set forth
18 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
19 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
20 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
21 request is premature because discovery is ongoing and identities of all potential or actual
22 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
23 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
24 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
25 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
26 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
27 discrete subpart ‘is the combining in a single interrogatory of a demand for information
28 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

1 Subject to these general and specific objections, Plaintiff responds as follows:

2 CoreCivic would force or coerce Plaintiff and members of the putative classes into
3 performing work via the means identified in Paragraph 40 of the Complaint—even when
4 they did not want to do so—by either overtly threatening or implying that Plaintiff would
5 be punished. For example, a detainee would be threatened with discipline for failure to
6 follow a direct order (as per CoreCivic’s policies and manuals), which could include
7 removal from his cell and relocation to another cell with higher security (including
8 segregation), a disciplinary note being placed in the detainee’s file (which the detainees
9 were told would affect their case before their judge), or having his cell tossed. Plaintiff
10 and putative class members were also forced by CoreCivic to clean parts of the facility that
11 were outside of their respective immediate personal living areas.

12 Moreover, if a detainee refused to clean his living pod, or a detainee refused to
13 participate in deep cleaning when demanded or otherwise refused to follow a direct order
14 to work, CoreCivic would punish all detainees in the pod for one detainee’s refusal to work
15 or clean. Such punishment would come in the form of a lock down where all detainees
16 could not leave their immediate living quarters, or depriving all detainees in the living pod
17 of television, microwaves, or hot water in the common areas, among other things.
18 CoreCivic punished all detainees in a living pod as a means of instilling fear and animosity
19 for the detainee who refused to work, as well as creating the potential for threats from other
20 detainees or even physical altercations.

21 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
22 4, and 5 above, which are incorporated here by reference, for further facts regarding the
23 work and tasks Plaintiff and members of the putative classes performed, as well as methods
24 employed by CoreCivic to force or coerce work from detainees.

25 Based on personal experience, and observation of and interaction with other
26 detainees, Plaintiff believes that his experiences in being forced to work under threat or
27 implication of punishment, segregation, and/or deprivation is similar to other detainees.

28 Plaintiff’s experiences detailed above are consistent with experiences of other

1 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
2 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
3 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
4 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
5 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
6 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
7 hours of work, and working conditions. CoreCivic would also provide work-related
8 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
9 by withholding necessities, protection, care, and services from those detainees who refuse
10 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
11 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
12 CoreCivic further punishes detainees who refuse to work, including through solitary
13 confinement / segregation, cutting off contact with family members, withholding medical
14 care, and being subjected to sexual or physical assault. These uniform policies and
15 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
16 putative classes to work or face withholding of necessities or punishment.

17 Plaintiff will not identify specific individuals who “may” be able to support
18 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
19 harassing. Plaintiff identifies generally the categories of individuals in response to
20 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
21 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
22 and (3) current or former staff or employees, all of whom were housed at or employed by
23 Plaintiff’s detention facility during the time of Plaintiff’s detention.

24 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
25 allegations because such a request is overbroad, unduly burdensome, and harassing.
26 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
27 possession and that have been or presumably will be produced periodically in this case,
28 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,

1 or detainee or staff training materials related to the “volunteer work program”; any facility-
2 specific policies, procedures, contracts, literature, or detainee or staff training materials
3 related to the “volunteer work program”; facility-specific work schedules; detainee-
4 specific detention files; and internal emails, memoranda, or other correspondence related
5 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
6 of the conduct that forms the basis of Plaintiff’s allegations.

7 **INTERROGATORY NO. 14:**

8 State all facts on which you base your contention that CoreCivic was unjustly
9 enriched, “. . . materially and significantly reduced its labor costs and expenses, and
10 increased its profits, by unlawfully forcing and coercing Plaintiffs and the Class Members
11 to perform uncompensated Forced Labor and human trafficking,” or “. . . knowingly and
12 financially benefitted from participation in a venture, plan, scheme, pattern of conduct, and
13 practice . . .,” as alleged in Paragraph 57 of your Complaint, and identify all witnesses and
14 documents you may or will use to support that claim .

15 **RESPONSE TO INTERROGATORY NO. 14:**

16 Plaintiff incorporates each general objection set forth above as if fully set forth
17 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
18 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
19 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
20 request is premature because discovery is ongoing and identities of all potential or actual
21 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
22 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
23 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
24 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
25 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
26 discrete subpart ‘is the combining in a single interrogatory of a demand for information
27 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

28 Subject to these general and specific objections, Plaintiff responds as follows:

1 CoreCivic’s practices and policies allowed CoreCivic to “hire” detainee labor to
2 work in its detention facilities at a rate of about \$1.00 per day instead of paying a non-
3 detainee worker the relevant prevailing wage (which would have been equal to or greater
4 than minimum wage as required by applicable law). The unjust enrichment, significant
5 profit, and material benefit is evident. CoreCivic controlled the detainees’ living
6 conditions, working conditions, hours of work, types of work, and compensation for work,
7 in addition to making all determinations on any promotions, demotions, or terminations
8 from the “voluntary work program”—over which CoreCivic exercised exclusive policy
9 control and decision-making authority within each detention facility.

10 For any work part of the “volunteer work program” for which Plaintiff or members
11 of the putative classes received any compensation, such compensation was significantly
12 below the minimum hourly wage required under applicable law. CoreCivic knowingly
13 paid detainees less than the applicable minimum wage (to the extent it paid for work at all),
14 and did so to benefit CoreCivic’s bottom line. But for the significantly underpaid work
15 performed by detainees, CoreCivic would have to hire non-detainee employees paid at least
16 the applicable minimum wage.

17 To the extent Plaintiff or members of the putative classes worked overtime hours,
18 they were not compensated at the appropriate overtime hourly rate under applicable law.
19 CoreCivic knowingly paid detainees less than the applicable overtime wage, and did so to
20 benefit CoreCivic’s bottom line. But for the significantly underpaid work performed by
21 detainees, CoreCivic would have to hire non-detainee employees paid at least the
22 applicable overtime wage.

23 In addition, CoreCivic would force or coerce detainees to perform work without
24 compensation through explicit or implied threats of punishment. To exacerbate the threat,
25 if a detainee refused to clean his living pod, or a detainee refused to participate in deep
26 cleaning when demanded or otherwise refused to follow a direct order to work, CoreCivic
27 would punish all detainees in the pod for one detainee’s refusal to work or clean. Such
28 punishment would come in the form of a lock down where all detainees could not leave

1 their immediate living quarters, or depriving all detainees in the living pod of television,
2 microwaves, or hot water in the common areas, among other things. CoreCivic punished
3 all detainees in a living pod as a means of instilling fear and animosity for the detainee who
4 refused to work, as well as creating the potential for threats from other detainees or even
5 physical altercations. CoreCivic made these threats and forced detainees to work without
6 any pay knowingly and in violation of State law, Federal law, and CoreCivic’s own policies
7 regarding the “volunteer work program.”

8 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
9 4, and 5 above, which are incorporated here by reference, for further facts regarding the
10 work and tasks Plaintiff and members of the putative classes performed, as well as methods
11 employed by CoreCivic to force or coerce work from detainees.

12 CoreCivic’s knowing violations of State and Federal labor laws, in addition to
13 knowingly forcing detainees to work for no pay under threat of punishment, constitute a
14 material benefit to CoreCivic by allowing CoreCivic to avoid hiring non-detainee workers
15 and pay them minimum wage. Upon information and belief, and Plaintiff’s own
16 experiences in CoreCivic’s detention facilities, CoreCivic rarely, if ever, has non-detainee
17 personnel undertaking the same work tasks that are performed by detainees within the
18 facility.

19 Plaintiff’s experiences detailed above are consistent with experiences of other
20 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
21 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
22 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
23 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
24 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
25 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
26 hours of work, and working conditions. CoreCivic would also provide work-related
27 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
28 by withholding necessities, protection, care, and services from those detainees who refuse

1 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
2 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
3 CoreCivic further punishes detainees who refuse to work, including through solitary
4 confinement / segregation, cutting off contact with family members, withholding medical
5 care, and being subjected to sexual or physical assault. These uniform policies and
6 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
7 putative classes to work or face withholding of necessities or punishment.

8 Plaintiff will not identify specific individuals who “may” be able to support
9 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
10 harassing. Plaintiff identifies generally the categories of individuals in response to
11 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
12 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
13 and (3) current or former staff or employees, all of whom were housed at or employed by
14 Plaintiff’s detention facility during the time of Plaintiff’s detention.

15 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
16 allegations because such a request is overbroad, unduly burdensome, and harassing.
17 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
18 possession and that have been or presumably will be produced periodically in this case,
19 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
20 or detainee or staff training materials related to the “volunteer work program”; any facility-
21 specific policies, procedures, contracts, literature, or detainee or staff training materials
22 related to the “volunteer work program”; facility-specific work schedules; detainee-
23 specific detention files; and internal emails, memoranda, or other correspondence related
24 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
25 of the conduct that forms the basis of Plaintiff’s allegations. Pursuant to Rule 33(d) of the
26 Federal Rules of Civil Procedure, Plaintiff further states that the answer to this
27 interrogatory may be determined by examining, auditing, compiling, abstracting, or
28 summarizing CoreCivic’s own business records and/or electronically stored information,

1 that the burden of deriving or ascertaining the answer to this interrogatory is substantially
2 more burdensome for Plaintiff because the answer is to be found in CoreCivic’s own
3 records, and that CoreCivic can review its own records (described above) to ascertain the
4 answer to this interrogatory, including but not limited to CoreCivic’s financial records and
5 non-detainee payroll records during the class period.

6 **INTERROGATORY NO. 15:**

7 State all facts on which you base your contention that “Plaintiffs and Class Members
8 have worked in excess of five hours and at times ten hours a day without being provided
9 at least half hour meal periods in which they were relieved of their duties . . .,” as alleged
10 in Paragraph 82 of your Complaint, and identify all witnesses and documents you may or
11 will use to support that claim.

12 **RESPONSE TO INTERROGATORY NO. 15:**

13 Plaintiff incorporates each general objection set forth above as if fully set forth
14 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
15 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
16 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
17 request is premature because discovery is ongoing and identities of all potential or actual
18 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
19 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
20 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
21 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
22 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
23 discrete subpart ‘is the combining in a single interrogatory of a demand for information
24 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

25 Subject to these general and specific objections, Plaintiff responds as follows:

26 Plaintiffs and members of the putative class have at times worked in excess of five
27 hours per day and at times even in excess of ten hours per day without being provided rest
28 breaks of meal periods during which they were relieved of their duties. CoreCivic

1 controlled the detainees’ living conditions, working conditions, hours of work, types of
2 work, and compensation for work, in addition to making all determinations on any
3 promotions, demotions, or terminations from the “voluntary work program”—over which
4 CoreCivic exercised exclusive policy control and decision-making authority within each
5 detention facility. CoreCivic failed to provide appropriate rest and meal breaks as required
6 under applicable law.

7 Plaintiff or members of the putative classes performed work “until the job was
8 done,” which meant that detainees worked for unknown and unspecified periods of time,
9 which also meant that detainee could and would work longer hours in excess of 8 hours
10 per day, and even work up to 12 hours a day or more, depending on the number of tasks
11 the detainee had to complete.

12 In addition, when Plaintiff worked in the kitchen, he would usually work the
13 morning shift of 3:00AM – 12:00PM. Plaintiff did so with no standard rest or meal breaks.
14 After his 9-hour shift, Plaintiff and other detainees would be asked to stay longer than their
15 shift to assist the next kitchen crew (all females) with certain tasks that would be more
16 labor-intensive or require more strength to perform, which added more hours onto
17 Plaintiff’s work shift.

18 And, as noted above, detainees may be forced or coerced to perform work on their
19 days off (in excess of five days of work) without any pay at all.

20 Plaintiff bases these allegations and contentions on the fact that Plaintiff himself
21 either performed work for more than five or ten hours per day without meal or rest breaks
22 while he was detained at CoreCivic’s facilities, personally observed other detainees
23 performing work for more than five or ten hours per day without meal or rest breaks, or
24 learned about other detainees performing work for more than five or ten hours per day
25 without meal or rest breaks.

26 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
27 4, and 5 above, which are incorporated here by reference, for further facts regarding the
28 work and tasks Plaintiff and members of the putative classes performed, as well as methods

1 employed by CoreCivic to force or coerce work from detainees.

2 Plaintiff's experiences detailed above are consistent with experiences of other
3 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
4 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
5 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
6 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
7 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
8 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
9 hours of work, and working conditions. CoreCivic would also provide work-related
10 supplies and uniforms to detainees. CoreCivic would set work schedules for detainees such
11 that they would work more than five hours per day.

12 Plaintiff will not identify specific individuals who "may" be able to support
13 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
14 harassing. Plaintiff identifies generally the categories of individuals in response to
15 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
16 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
17 and (3) current or former staff or employees, all of whom were housed at or employed by
18 Plaintiff's detention facility during the time of Plaintiff's detention.

19 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
20 allegations because such a request is overbroad, unduly burdensome, and harassing.
21 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
22 possession and that have been or presumably will be produced periodically in this case,
23 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
24 or detainee or staff training materials related to the "volunteer work program"; any facility-
25 specific policies, procedures, contracts, literature, or detainee or staff training materials
26 related to the "volunteer work program"; facility-specific work schedules; detainee-
27 specific detention files; and internal emails, memoranda, or other correspondence related
28 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any

1 of the conduct that forms the basis of Plaintiff’s allegations.

2 **INTERROGATORY NO. 16:**

3 State all facts on which you base your contention that “Plaintiffs and Class Members
4 have regularly worked without any rest periods . . .,” as alleged in Paragraph 85 of your
5 Complaint, and identify all witnesses and documents you may or will use to support that
6 claim.

7 **RESPONSE TO INTERROGATORY NO. 16:**

8 Plaintiff incorporates each general objection set forth above as if fully set forth
9 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
10 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
11 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
12 request is premature because discovery is ongoing and identities of all potential or actual
13 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
14 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
15 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
16 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
17 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
18 discrete subpart ‘is the combining in a single interrogatory of a demand for information
19 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

20 Subject to these general and specific objections, Plaintiff responds as follows:

21 Plaintiffs and members of the putative class have at times worked in excess of five
22 hours per day and at times even in excess of ten hours per day without being provided rest
23 breaks of meal periods during which they were relieved of their duties. CoreCivic
24 controlled the detainees’ living conditions, working conditions, hours of work, types of
25 work, and compensation for work, in addition to making all determinations on any
26 promotions, demotions, or terminations from the “voluntary work program”—over which
27 CoreCivic exercised exclusive policy control and decision-making authority within each
28 detention facility. CoreCivic failed to provide appropriate rest and meal breaks as required

1 under applicable law.

2 Plaintiff or members of the putative classes performed work “until the job was
3 done,” which meant that detainees worked for unknown and unspecified periods of time,
4 which also meant that detainee could and would work longer hours in excess of 8 hours
5 per day, and even work up to 12 hours a day or more, depending on the number of tasks
6 the detainee had to complete. In addition, when Plaintiff worked in the kitchen, he would
7 usually work the morning shift of 3:00AM – 12:00PM. Plaintiff did so with no standard
8 rest or meal breaks. After his 9-hour shift, Plaintiff and other detainees would be asked to
9 stay longer than their shift to assist the next kitchen crew (all females) with certain tasks
10 that would be more labor-intensive or require more strength to perform, which added more
11 hours onto Plaintiff’s work shift. Despite these potentially long work days, detainees
12 (including Plaintiff) were not afforded standard rest and meal breaks as required by
13 applicable law.

14 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
15 4, and 5 above, which are incorporated here by reference, for further facts regarding the
16 work and tasks Plaintiff and members of the putative classes performed, as well as methods
17 employed by CoreCivic to force or coerce work from detainees.

18 Plaintiff bases these allegations and contentions on the fact that Plaintiff himself
19 either performed work for more than five or ten hours per day without meal or rest breaks
20 while he was detained at CoreCivic’s facilities, personally observed other detainees
21 performing work for more than five or ten hours per day without meal or rest breaks, or
22 learned about other detainees performing work for more than five or ten hours per day
23 without meal or rest breaks.

24 Plaintiff will not identify specific individuals who “may” be able to support
25 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
26 harassing. Plaintiff identifies generally the categories of individuals in response to
27 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
28 allegations—namely, (1) members of the putative classes, (2) current or former wardens,

1 and (3) current or former staff or employees, all of whom were housed at or employed by
2 Plaintiff's detention facility during the time of Plaintiff's detention.

3 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
4 allegations because such a request is overbroad, unduly burdensome, and harassing.
5 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
6 possession and that have been or presumably will be produced periodically in this case,
7 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
8 or detainee or staff training materials related to the "volunteer work program"; any facility-
9 specific policies, procedures, contracts, literature, or detainee or staff training materials
10 related to the "volunteer work program"; facility-specific work schedules; detainee-
11 specific detention files; and internal emails, memoranda, or other correspondence related
12 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
13 of the conduct that forms the basis of Plaintiff's allegations.

14 **INTERROGATORY NO. 17:**

15 State all facts on which you base your contention that "CoreCivic willfully failed to
16 pay Plaintiffs and Class Members who are no longer employed by CoreCivic compensation
17 due upon termination . . .," as alleged in Paragraph 96 of your Complaint, and identify all
18 witnesses and documents you may or will use to support that claim.

19 **RESPONSE TO INTERROGATORY NO. 17:**

20 Plaintiff incorporates each general objection set forth above as if fully set forth
21 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
22 harassing by requiring Plaintiff to identify "all witnesses and documents" that Plaintiff
23 "may" use to support the allegations in the Complaint. Plaintiff further objects that the
24 request is premature because discovery is ongoing and identities of all potential or actual
25 witnesses, as well as the existence of documents in CoreCivic's possession, is not yet
26 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
27 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
28 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*

1 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
2 discrete subpart ‘is the combining in a single interrogatory of a demand for information
3 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

4 Subject to these general and specific objections, Plaintiff responds as follows:

5 Plaintiffs and members of the putative classes were considered “employees” of
6 CoreCivic under applicable law because CoreCivic controlled the hours, wages, and
7 working conditions of the detainees’ work, and further suffered detainees to work for
8 CoreCivic. As a result, Plaintiffs and members of the putative classes were entitled to
9 minimum wage and overtime wage for work they performed consistent with applicable
10 law. Upon discharge from CoreCivic’s detention facility, and therefore upon termination
11 of their employment with CoreCivic, CoreCivic had a legal obligation to pay Plaintiffs and
12 the members of the putative classes all wages due and owing as of the time of termination,
13 and had an obligation to do so within a certain time period after termination. CoreCivic
14 failed to pay Plaintiffs and members of the putative classes minimum wage or overtime
15 wage consistent with applicable law as “employees” of CoreCivic, and further failed to pay
16 all outstanding wages due and owing upon termination.

17 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
18 4, and 5 above, which are incorporated here by reference, for further facts regarding the
19 work and tasks Plaintiff and members of the putative classes performed, as well as methods
20 employed by CoreCivic to force or coerce work from detainees.

21 Plaintiff will not identify specific individuals who “may” be able to support
22 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
23 harassing. Plaintiff identifies generally the categories of individuals in response to
24 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
25 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
26 and (3) current or former staff or employees, all of whom were housed at or employed by
27 Plaintiff’s detention facility during the time of Plaintiff’s detention.

28 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s

1 allegations because such a request is overbroad, unduly burdensome, and harassing.
2 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
3 possession and that have been or presumably will be produced periodically in this case,
4 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
5 or detainee or staff training materials related to the “volunteer work program”; any facility-
6 specific policies, procedures, contracts, literature, or detainee or staff training materials
7 related to the “volunteer work program”; facility-specific work schedules; detainee-
8 specific detention files; and internal emails, memoranda, or other correspondence related
9 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
10 of the conduct that forms the basis of Plaintiff’s allegations.

11 **INTERROGATORY NO. 18:**

12 State all facts on which you base your contention that CoreCivic requires “. . .
13 Plaintiffs and Class Members sign a written agreement which includes numerous terms that
14 are prohibited by law . . .” and “. . . violate several provisions of California law and public
15 policy,” as alleged in Paragraphs 99 and 100 of your Complaint, including an explanation
16 as to which terms you allege CoreCivic requires detainees to agree to that you claim are
17 prohibited by law and/or public policy, and identify all witnesses and documents you may
18 or will use to support that claim.

19 **RESPONSE TO INTERROGATORY NO. 18:**

20 Plaintiff incorporates each general objection set forth above as if fully set forth
21 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
22 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
23 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
24 request is premature because discovery is ongoing and identities of all potential or actual
25 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
26 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
27 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
28 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*

1 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
2 discrete subpart ‘is the combining in a single interrogatory of a demand for information
3 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

4 Subject to these general and specific objections, Plaintiff responds as follows:

5 Upon admission to a detention facility through the intake process, detainees are
6 required to review, acknowledge, and sign forms that acknowledge the detainee’s duty to
7 report safety issues in working environments and performed work tasks assigned to the
8 detainee. In addition, prior to performing work as part of the “volunteer work program,”
9 detainees were required to sign forms that outline the specific terms of their employment
10 with CoreCivic, including but not limited to the fact that the detainee will be paid
11 approximately \$1.00 per day of work and that the detainee can be promoted, demoted, or
12 terminated from employment for disciplinary infractions (among other reasons).

13 In reality, these forms are not explained to detainees, and detainees do not have time
14 to read them. In many instances, the detainee signing the form would not speak English
15 and the CoreCivic staff member presenting the forms to the detainee to sign would not
16 speak the detainee’s native language. As a result, the detainee would not be aware of what,
17 if anything, he was signing.

18 Among other things, CoreCivic’s employment agreements violate California law
19 because they require the detainee to accept \$1.00 per day of work in violation of California
20 minimum wage and overtime law. Moreover, requiring detainee workers to sign an
21 agreement that they are participating in a “volunteer” work program violates California law
22 and public policy because the agreement misrepresents the nature of the work relationship.
23 This also violates California public policy because the protections for workers found in the
24 Labor Code cannot be waived by employees. Furthermore, CoreCivic policies that impose
25 punishment or segregation for insubordination or refusal to work further violate California
26 and Federal labor and trafficking laws.

27 Plaintiff’s experiences detailed above are consistent with experiences of other
28 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,

1 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
2 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
3 their complaint, CoreCivic requires detainees to sign waivers of worker’s compensation
4 rights and does not provide adequate compensation or time off when a detainee is injured
5 on the job. Waiver of these rights violates California law and public policy.

6 Plaintiff will not identify specific individuals who “may” be able to support
7 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
8 harassing. Plaintiff identifies generally the categories of individuals in response to
9 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
10 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
11 and (3) current or former staff or employees, all of whom were housed at or employed by
12 Plaintiff’s detention facility during the time of Plaintiff’s detention.

13 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
14 allegations because such a request is overbroad, unduly burdensome, and harassing.
15 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
16 possession and that have been or presumably will be produced periodically in this case,
17 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
18 or detainee or staff training materials related to the “volunteer work program”; any facility-
19 specific policies, procedures, contracts, literature, or detainee or staff training materials
20 related to the “volunteer work program”; facility-specific work schedules; detainee-
21 specific detention files; and internal emails, memoranda, or other correspondence related
22 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
23 of the conduct that forms the basis of Plaintiff’s allegations.

24 **INTERROGATORY NO. 19:**

25 State all facts on which you base your contention that CoreCivic breached its duty
26 to exercise reasonable care by doing, or failing to do, the items listed in a-d of Paragraph
27 114 of your Complaint, and identify all witnesses and documents you may or will use to
28 support that claim.

1 **RESPONSE TO INTERROGATORY NO. 19:**

2 Plaintiff incorporates each general objection set forth above as if fully set forth
3 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
4 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
5 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
6 request is premature because discovery is ongoing and identities of all potential or actual
7 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
8 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
9 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
10 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
11 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
12 discrete subpart ‘is the combining in a single interrogatory of a demand for information
13 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

14 Subject to these general and specific objections, Plaintiff responds as follows:

15 CoreCivic breached its duty to exercise care and prevent the illegal conduct alleged
16 in the Complaint. CoreCivic controlled the detainees’ living conditions, working
17 conditions, hours of work, types of work, and compensation for work, in addition to making
18 all determinations on any promotions, demotions, or terminations from the “voluntary work
19 program”—over which CoreCivic exercised exclusive policy control and decision-making
20 authority within each detention facility. Plaintiff further refers CoreCivic to Plaintiff’s
21 responses to Interrogatories Nos. 2, 4, and 5 above, which are incorporated here by
22 reference, for further facts regarding the work and tasks Plaintiff and members of the
23 putative classes performed, as well as methods employed by CoreCivic to force or coerce
24 work from detainees.

25 For any work part of the “volunteer work program” for which Plaintiff or members
26 of the putative classes received any compensation, such compensation was significantly
27 below the minimum hourly wage required under applicable law. CoreCivic knowingly
28 paid detainees less than the applicable minimum wage, and did so to benefit CoreCivic’s

1 bottom line. But for the significantly underpaid work performed by detainees, CoreCivic
2 would have to hire non-detainee employees paid at least the applicable minimum wage.
3 CoreCivic acted with neglect and breached its duty to ensure the detainees were given the
4 proper protections afforded under applicable law regarding labor conditions and anti-
5 trafficking provisions.

6 To the extent Plaintiff or members of the putative classes worked overtime hours,
7 they were not compensated at the appropriate overtime hourly rate under applicable law.
8 CoreCivic knowingly paid detainees less than the applicable overtime wage, and did so to
9 benefit CoreCivic's bottom line. But for the significantly underpaid work performed by
10 detainees, CoreCivic would have to hire non-detainee employees paid at least the
11 applicable overtime wage. CoreCivic acted with neglect and breached its duty to ensure
12 the detainees were given the proper protections afforded under applicable law regarding
13 labor conditions and anti-trafficking provisions.

14 Moreover, CoreCivic failed to provide appropriate rest and meal breaks as required
15 under applicable law, and failed to comply with applicable law regarding employee record
16 keeping (such as providing accurate and timely wages statements). CoreCivic knowingly
17 deprived detainees of rest and meal breaks, and also knowingly failed to keep accurate
18 employment records to reflect what work detainees performed and for how long.
19 CoreCivic acted with neglect and breached its duty to ensure the detainees were given the
20 proper protections afforded under applicable law regarding labor conditions and anti-
21 trafficking provisions.

22 In addition, CoreCivic would force or coerce detainees to perform work without
23 compensation through explicit or implied threats of punishment. To exacerbate the threat,
24 if a detainee refused to clean his living pod, or a detainee refused to participate in deep
25 cleaning when demanded or otherwise refused to follow a direct order to work, CoreCivic
26 would punish all detainees in the pod for one detainee's refusal to work or clean. Such
27 punishment would come in the form of a lock down where all detainees could not leave
28 their immediate living quarters, or depriving all detainees in the living pod of television,

1 microwaves, or hot water in the common areas, among other things. CoreCivic punished
2 all detainees in a living pod as a means of instilling fear and animosity for the detainee who
3 refused to work, as well as creating the potential for threats from other detainees or even
4 physical altercations. CoreCivic made these threats and forced detainees to work without
5 any pay knowingly and in violation of State law, Federal law, and CoreCivic’s own policies
6 regarding the “volunteer work program.” CoreCivic acted with neglect and breached its
7 duty to ensure the detainees were given the proper protections afforded under applicable
8 law regarding labor conditions and anti-trafficking provisions.

9 CoreCivic had a general duty to comply with all applicable laws, and CoreCivic
10 breached that duty, as detailed above. This breach caused injury to Plaintiff and members
11 of the putative classes, as detailed above. CoreCivic’s failure to comply with applicable
12 law is negligent and/or constitutes negligence per se.

13 Plaintiff’s experiences detailed above are consistent with experiences of other
14 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
15 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
16 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
17 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
18 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
19 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
20 hours of work, and working conditions. CoreCivic would also provide work-related
21 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
22 by withholding necessities, protection, care, and services from those detainees who refuse
23 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
24 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
25 CoreCivic further punishes detainees who refuse to work, including through solitary
26 confinement / segregation, cutting off contact with family members, withholding medical
27 care, and being subjected to sexual or physical assault. These uniform policies and
28 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the

1 putative classes to work or face withholding of necessities or punishment.

2 Plaintiff will not identify specific individuals who “may” be able to support
3 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
4 harassing. Plaintiff identifies generally the categories of individuals in response to
5 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
6 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
7 and (3) current or former staff or employees, all of whom were housed at or employed by
8 Plaintiff’s detention facility during the time of Plaintiff’s detention.

9 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
10 allegations because such a request is overbroad, unduly burdensome, and harassing.
11 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
12 possession and that have been or presumably will be produced periodically in this case,
13 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
14 or detainee or staff training materials related to the “volunteer work program”; any facility-
15 specific policies, procedures, contracts, literature, or detainee or staff training materials
16 related to the “volunteer work program”; facility-specific work schedules; detainee-
17 specific detention files; and internal emails, memoranda, or other correspondence related
18 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
19 of the conduct that forms the basis of Plaintiff’s allegations.

20 **INTERROGATORY NO. 20:**

21 Identify each person Plaintiffs intend to use as an expert witness in this matter,
22 whether at trial, for purposes of class certification, or otherwise.

23 **RESPONSE TO INTERROGATORY NO. 20:**

24 Plaintiff incorporates each general objection set forth above as if fully set forth
25 herein. Plaintiff further objects that the request is premature because discovery is ongoing.
26 *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7 (S.D.
27 Cal. Dec. 18, 2017). Plaintiff further objects that the request seeks premature disclosure of
28 expert witnesses.

1 **INTERROGATORY NO. 21:**

2 Identify each person whose testimony Plaintiffs may or will use for purposes
3 of impeachment in this matter, whether at trial or any hearing or deposition in this matter,
4 for purposes of class certification, or otherwise, and state in detail the substance of each
5 such person’s anticipated testimony.

6 **RESPONSE TO INTERROGATORY NO. 21:**

7 Plaintiff incorporates each general objection set forth above as if fully set forth
8 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
9 harassing by requiring Plaintiff to identify any person who “may” present testimony for
10 impeachment. Plaintiff further objects that the request is premature because discovery is
11 ongoing and identities of all potential or actual witnesses is not yet known (nor is the
12 substance of their potential testimony). *See also American GNC Corp. v. LG Elecs. U.S.A.,*
13 *Inc.*, 2017 WL 6507757 at *7 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the
14 request is compound and therefore qualifies as multiple and discrete interrogatories.
15 Plaintiff further objects that the request seeks disclosure of individuals whose testimony
16 may be solely used for impeachment, which is premature because impeachment testimony
17 is related only to undermine testimony or evidence already admitted by the Court. Plaintiff
18 further objects that the request seeks information that is not admissible and is not likely to
19 lead to admissible evidence because impeachment evidence only goes to the credibility of
20 a particular witness, not to the merits of a case.

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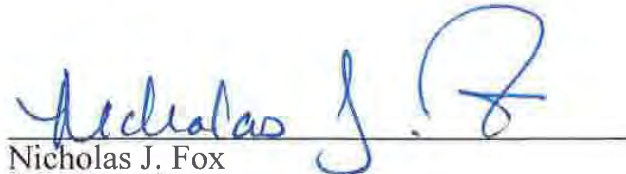
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28 [signature block on following page]

1 [signature block to Owino’s Responses to CoreCivic’s Interrogatories]

2
3 DATED: February 25, 2019

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Eileen R. Ridley
Geoffrey Raux
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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
17 others similarly situated,

Case No. 3:17-CV-01112-JLS-NLS3:17-
CV-01112-JLS-NLS

17 Plaintiffs,

CLASS ACTION

18 vs.

19 CORECIVIC, INC.,

20 Defendant.

**VERIFICATION OF PLAINTIFF
SYLVESTER OWINO TO
OBJECTIONS AND RESPONSES TO
DEFENDANT CORECIVIC, INC.'S
INTERROGATORIES (SET ONE)**

21 CORECIVIC, INC.,

22 Counter-Claimant,

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

24 vs.

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

Counter-Defendants.

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VERIFICATION

I, Sylvester Owino, declare as follows:

I am a Plaintiff in the above-entitled action. I have read the foregoing **PLAINTIFF SYLVESTER OWINO'S OBJECTIONS AND RESPONSES TO DEFENDANT CORECIVIC, INC.'S INTERROGATORIES (SET ONE)**, and I know the contents thereof. My answers to those requests are true to the best of my knowledge, information, and belief.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 22, 2019, in San Diego, California.

By: 
Sylvester Owino

PROOF OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to this action; my current business address is 3579 Valley Centre Dr., #300; San Diego, CA 92130.

On February 25, 2019, I served the foregoing document(s) described as:

PLAINTIFF SLYVESTER OWINO'S OBJECTIONS AND RESPONSES TO DEFENDANT CORECIVIC, INC.'S INTERROGATORIES (SET ONE)

VERIFICATION OF PLAINTIFF SYLVESTER OWINO

on the interested parties in this action as follows:

Daniel P. Struck

Rachel Love

Nicholas D. Acedo

Ashlee B. Hesman

Jacob B. Lee

STRUCK LOVE BOJANOWSKI & ACEDO, PLC

3100 West Ray Road, Suite 300
Chandler, Arizona 85226

Ethan H. Nelson

LAW OFFICE OF ETHAN H. NELSON

4 Park Plaza, Suite 1025
Irvine, California 92614

Attorney for Defendant CoreCivic, Inc.

Attorneys for Defendant CoreCivic, Inc.

X BY MAIL

— I placed the envelope(s) with postage thereon fully prepaid in the United States mail, at San Francisco, California.

X I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service; the firm deposits the collected correspondence with the United States Postal Service that same day, in the ordinary course of business, with postage thereon fully prepaid, at San Francisco, California. I placed the envelope(s) for collection and mailing on the above date following ordinary business practices.

X Executed on February 25, 2019, at San Diego, California.

X I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Raechelle Hurst

EXHIBIT 3

EXHIBIT 3

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11 Attorneys for Plaintiffs SLYVESTER OWINO,
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

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

27 Counter-Defendants.
28

Case No. 3:17-CV-01112-JLS-NLS3:17-
CV-01112-JLS-NLS

CLASS ACTION

**PLAINTIFF JONATHAN GOMEZ'S
OBJECTIONS AND RESPONSES TO
DEFENDANT CORECIVIC, INC.'S
INTERROGATORIES (SET ONE)**

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

1 PROPOUNDING PARTY: Defendant CORECIVIC, INC.
2 RESPONDING PARTY: Plaintiff JONATHAN GOMEZ
3 SET NO: One
4

5 Plaintiff Jonathan Gomez (“Plaintiff”) responds and objects to the Interrogatories
6 (Set One) (“Interrogatories”), served by Defendant CoreCivic, Inc. (“CoreCivic”), as
7 follows:

8 **PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

9 Plaintiff has not completed his investigation of the facts relating to this case, has not
10 completed discovery in this action, and has not completed preparations for trial. All of the
11 responses contained herein are based only upon such information and documents as are
12 presently available to and specifically known to Plaintiff.

13 In addition, Plaintiff’s responses and objections are made without in any way
14 waiving or intending to waive, but on the contrary, preserving and intending to preserve:

- 15 1. All objections as to relevance, materiality, privilege, and admissibility of
16 evidence in any subsequent proceeding or in the trial of this or any other action;
17 or
- 18 2. The right to object on any ground to the use of these written responses or any
19 documents produced in response thereto in any subsequent proceeding or in the
20 trial of this or any action.

21 Plaintiff objects to the Interrogatories to the extent that they seek information that is
22 confidential in nature. Plaintiff further objects to the Interrogatories to the extent that they
23 seek the production of documents or information protected from disclosure by any
24 applicable privilege, immunity, or privacy right, including but not limited to the attorney-
25 client privilege and/or the attorney work product doctrine. Nothing contained in these
26 responses, or any documents produced in accordance with the responses, is intended to be,
27 nor should be construed as, a waiver of any such privilege or immunity. Any inadvertent
28 disclosure of protected information or documents is not to be construed as a waiver of the

1 protections afforded under California or Federal law.

2 Plaintiff objects to each and every definition, instruction, and request to the extent
3 that such definition, instruction, or request is overbroad, unduly burdensome, not
4 reasonably calculated to lead to the discovery of admissible evidence, lacks foundation,
5 calls for a legal conclusion, or seeks documents or information protected from disclosure
6 by Plaintiff's or a third party's right to privacy, or any confidentiality agreement or privacy
7 policy with third parties. By submitting these objections and responses, Plaintiff does not
8 in any way adopt CoreCivic's purported definitions.

9 Plaintiff further objects to CoreCivic's instruction to provide all information that is
10 within the possession of Plaintiff's attorneys, investigators, agents, employees, experts, or
11 other representatives because the instruction is overbroad, calls for a legal conclusion as to
12 these relationships, is premature in the course of orderly discovery, and seeks information
13 that may be protected by the attorney-client privilege and/or work product doctrine.

14 Plaintiff specifically objects to the following definitions contained in the
15 Interrogatories:

- 16 1. "CoreCivic" and "Defendant." CoreCivic's definition is overbroad, unduly
17 burdensome, and calls for a legal conclusion as to any of these relationships.
- 18 2. "Communication." CoreCivic's definition is overbroad, unduly burdensome, and
19 may seek to invade the attorney-client privilege, attorney work product doctrine,
20 or other applicable legal privilege or protection.
- 21 3. "Describe." CoreCivic's definition is overbroad, unduly burdensome, and may
22 seek to invade the attorney-client privilege, attorney work product doctrine, or
23 other applicable legal privilege or protection.
- 24 4. "Document." CoreCivic's definition is overbroad, unduly burdensome, and may
25 seek to invade the attorney-client privilege, attorney work product doctrine, or
26 other applicable legal privilege or protection.
- 27 5. "Incidents." CoreCivic's definition is too narrow in scope because Plaintiff's
28 allegations involve policies and practices that go beyond Plaintiff individually

1 and apply to all members of the putative classes throughout the class period.

2 6. “Relating,” “relate,” “concern,” “concerning,” “indicating,” or “reflecting.”
3 CoreCivic’s definition is speculative, overbroad, unduly burdensome, and may
4 seek to invade the attorney-client privilege, attorney work product doctrine, or
5 other applicable legal privilege or protection.

6 7. “You” or “Your.” CoreCivic’s definition is overbroad, may seek to invade the
7 attorney-client privilege, attorney work product doctrine, or other applicable
8 legal privilege or protection, and calls for a legal conclusion as to any of these
9 relationships.

10 Without waiving any of the foregoing General Objections, each of which applies to
11 each and every one of the individual responses set forth below and is incorporated by this
12 reference therein (whether or not specifically stated in the response), Plaintiff responds to
13 the individual requests as follows:

14 **INTERROGATORIES**

15 **INTERROGATORY NO. 1:**

16 Identify every witness Plaintiffs may or will use to present testimony or other
17 evidence in this matter, whether in a motion, at trial, or at any hearing or deposition in this
18 matter, for purposes of class certification or otherwise, and state in detail the substance of
19 each such person’s anticipated testimony.

20 **RESPONSE TO INTERROGATORY NO. 1:**

21 Plaintiff incorporates each general objection set forth above as if fully set forth
22 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
23 harassing by requiring Plaintiff to identify any person who “may” present testimony or
24 evidence in this lawsuit. Plaintiff further objects that the request is premature because
25 discovery is ongoing and identities of all potential or actual witnesses are not yet known
26 (nor is the substance of their potential testimony). *See American GNC Corp. v. LG Elecs.*
27 *U.S.A., Inc.*, 2017 WL 6507757 at *7 (S.D. Cal. Dec. 18, 2017) (denying motion to compel
28 interrogatory seeking identity of witnesses that “will or may [be called] at trial”). Plaintiff

1 further objects that the request is compound and therefore qualifies as multiple and discrete
2 interrogatories. *See Trevino v. ACB Am., Inc.*, 232 F.R.D. 612, 614 (N.D. Cal. 2006).
3 Plaintiff further objects that the request may seek to violate the attorney-client privilege,
4 attorney work product doctrine, or seeks premature disclosure of expert witnesses.

5 Subject to these general and specific objections, Plaintiff responds as follows:

- 6 1. Jonathan Gomez, who will likely testify (among other things) about his experiences
7 being detained in facilities operated by CoreCivic, including his participation in
8 CoreCivic’s “voluntary work program,” the types of jobs and tasks he performed,
9 the compensation (if any) he received, his observations about how CoreCivic runs
10 its work program, and any disciplinary action that he personally received or that he
11 observed other detainees receiving related to the work program.
- 12 2. Sylvester Owino, who will likely testify (among other things) about his experiences
13 being detained in facilities operated by CoreCivic, including his participation in
14 CoreCivic’s “voluntary work program,” the types of jobs and tasks he performed,
15 the compensation (if any) he received, his observations about how CoreCivic runs
16 its work program, and any disciplinary action that he personally received or that he
17 observed other detainees receiving related to the work program.
- 18 3. Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola, Gladys
19 Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
20 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017), who will
21 all likely testify (among other things) about their experiences being detained in
22 facilities operated by CoreCivic, including their participation in CoreCivic’s
23 “voluntary work program,” the types of jobs and tasks they performed, the
24 compensation (if any) they received, their observations about how CoreCivic runs
25 its work program, and any disciplinary action that they personally received or that
26 they observed other detainees receiving related to the work program.
- 27 4. Currently unknown members of the putative classes, whose identities may be
28 ascertained through further discovery, who will likely testify (among other things)

1 about their experiences being detained in facilities operated by CoreCivic, including
2 their participation in CoreCivic’s “voluntary work program,” the types of jobs and
3 tasks they performed, the compensation (if any) they received, their observations
4 about how CoreCivic runs its work program, and any disciplinary action that they
5 personally received or that they observed other detainees receiving related to the
6 work program.

7 5. Current or former wardens of CoreCivic’s detention facilities throughout the class
8 period, who will likely testify (among other things) about CoreCivic’s general
9 policies regarding the “volunteer work program” and any facility-specific deviations
10 from those policies, how detainees are compensated for work performed, how those
11 monies can be spent and where, how detainees are disciplined related to the work
12 program, how detainees are promoted / demoted / terminated in the work program,
13 and whether detainees are threatened or coerced into working.

14 6. Currently unknown current or former staff and other employees at CoreCivic’s
15 detention facilities throughout the class period, who will likely testify (among other
16 things) about CoreCivic’s general policies regarding the “volunteer work program”
17 and any facility-specific deviations from those policies, how detainees are
18 compensated for work performed, how those monies can be spent and where, how
19 detainees are disciplined related to the work program, how detainees are promoted /
20 demoted / terminated in the work program, and whether detainees are threatened or
21 coerced into working.

22 Discovery is ongoing.

23 **INTERROGATORY NO. 2:**

24 For each job you worked while detained at Otay Mesa Detention Center, or
25 any other ICE detention facility that was owned and operated by Defendant, state each and
26 every fact which supports your contention that you were forced and/or coerced to perform
27 the duties associated with each position you held, as alleged in Paragraphs 7, 10, 13, 27,
28 and 28 of your Complaint, and identify all witnesses and documents you may or will use

1 to support that claim.

2 **RESPONSE TO INTERROGATORY NO. 2:**

3 Plaintiff incorporates each general objection set forth above as if fully set forth
4 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
5 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
6 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
7 request is premature because discovery is ongoing and identities of all potential or actual
8 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
9 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
10 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request seeks information,
11 including witness and document identification, that is likely within CoreCivic’s exclusive
12 knowledge or control. Plaintiff further objects that the request is compound and therefore
13 qualifies as multiple and discrete interrogatories. *See Superior Communications v.*
14 *Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
15 discrete subpart ‘is the combining in a single interrogatory of a demand for information
16 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

17 Subject to these general and specific objections, Plaintiff responds as follows:
18 Plaintiff worked a variety of jobs while detained at CoreCivic’s facilities, including a
19 variety of tasks performed on a daily basis for each job worked. For example, Plaintiff and
20 other detainees in his living pod would be required to clean the common areas in the living
21 pod after meals and before final nightly count. Plaintiff and other detainees would also
22 perform other work for the communal areas of the living pods, including interior painting,
23 sweeping and waxing floors, cleaning drains, cleaning up liquid spills or bodily fluids (such
24 as blood after a fight) without appropriate protective gear, and handing out weekly supplies
25 to detainees.

26 Moreover, Plaintiff also specifically recalls instances of being rousted in the middle
27 of the night to clean the bathrooms, including pouring unknown chemicals down the drain
28 without personal protective equipment and then having to reach down and pull out

1 materials clogging the drain. Plaintiff also recalls having to climb up on ladders to clean
2 the windows in the bathroom or shower areas.

3 However, Plaintiff’s work was not truly voluntary, even if the work was
4 compensated (below Federal or California minimum wage) as part of the “volunteer work
5 program,” and could include work that was coerced or forced through explicit or implicit
6 threats of punishment. Plaintiff and members of the putative classes would have to perform
7 work in their living pods whenever the facility warden or other CoreCivic staff wanted
8 something done (particularly in circumstances where a regulator, high-level CoreCivic
9 official, or other dignitaries would be touring the facility). For example, Plaintiff and
10 members of the putative class would have to do a “deep clean” anytime a dignitary was
11 going to tour the living pod. This included cleaning common areas and all windows—
12 including those on the second story of the facility (without any safety apparatus).

13 In order to ensure Plaintiff and other putative class members would work as part of
14 the “volunteer work program” or otherwise, CoreCivic would coerce Plaintiff into
15 working—even when he did not want to do so—by either overtly threatening or implying
16 that Plaintiff could or would be punished. For example, if a detainee did not clean his
17 direct living area or clean the common areas when demanded for special visits, he would
18 be threatened with discipline for failure to follow a direct order (as per CoreCivic’s policies
19 and manuals), which could include removal from his cell and relocation to another cell
20 with higher security (including segregation), a disciplinary note being placed in the
21 detainee’s file (which the detainees were told would affect their case before their judge),
22 or having his cell tossed.

23 Moreover, if a detainee refused to clean his living pod, or a detainee refused to
24 participate in deep cleaning when demanded or otherwise refused to follow a direct order
25 to work, CoreCivic would punish all detainees in the pod for one detainee’s refusal to work
26 or clean. Such punishment would come in the form of a lock down where all detainees
27 could not leave their immediate living quarters, or depriving all detainees in the living pod
28 of television, microwaves, or hot water in the common areas, among other things.

1 CoreCivic punished all detainees in a living pod as a means of instilling fear and animosity
2 for the detainee who refused to work, as well as creating the potential for threats from other
3 detainees or even physical altercations.

4 Based on personal experience and interaction with other detainees, Plaintiff believes
5 that his experiences in being forced to work under threat or implication of punishment,
6 segregation, and/or deprivation is similar to other detainees.

7 Plaintiff's experiences detailed above are consistent with experiences of other
8 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
9 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
10 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
11 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
12 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
13 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
14 hours of work, and working conditions. CoreCivic would also provide work-related
15 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
16 by withholding necessities, protection, care, and services from those detainees who refuse
17 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
18 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
19 CoreCivic further punishes detainees who refuse to work, including through solitary
20 confinement / segregation, cutting off contact with family members, withholding medical
21 care, and being subjected to sexual or physical assault. These uniform policies and
22 practices at CoreCivic's facilities effectively force and coerce Plaintiff and members of the
23 putative classes to work or face withholding of necessities or punishment.

24 Plaintiff will not identify specific individuals who "may" be able to support
25 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
26 harassing. Plaintiff identifies generally the categories of individuals in response to
27 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
28 allegations—namely, (1) members of the putative classes, (2) current or former wardens,

1 and (3) current or former staff or employees, all of whom were housed at or employed by
2 Plaintiff's detention facility during the time of Plaintiff's detention.

3 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
4 allegations because such a request is overbroad, unduly burdensome, and harassing.
5 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
6 possession and that have been or presumably will be produced periodically in this case,
7 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
8 or detainee or staff training materials related to the "volunteer work program"; any facility-
9 specific policies, procedures, contracts, literature, or detainee or staff training materials
10 related to the "volunteer work program"; facility-specific work schedules; detainee-
11 specific detention files; and internal emails, memoranda, or other correspondence related
12 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
13 of the conduct that forms the basis of Plaintiff's allegations.

14 **INTERROGATORY NO. 3:**

15 Describe with specificity each and every policy and practice you allege CoreCivic
16 must implement in order to comply with ". . . all applicable laws and regulations" as alleged
17 in Paragraph 12 of your Complaint, including an explanation as to how each and every
18 such policy and practice will bring it into compliance with "all applicable laws and
19 regulations," and identify all witnesses and documents you may or will use to support that
20 claim.

21 **RESPONSE TO INTERROGATORY NO. 3:**

22 Plaintiff incorporates each general objection set forth above as if fully set forth
23 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
24 harassing to require Plaintiff to develop specific policies, procedures, and practices to
25 remedy CoreCivic's own violations of applicable Federal and State laws. Plaintiff further
26 objects that the request is premature because discovery has not yet revealed the full extent
27 of CoreCivic's non-compliance with Federal and State laws. Plaintiff further objects that
28 the request is premature because the policies and procedures identified in the request are

1 to be included as part of an injunction against CoreCivic for proved violations of Federal
2 and State laws, which the Court will presumably fashion with the assistance of the parties
3 at the appropriate time. Plaintiff further objects that the request seeks information
4 protected by attorney-client privilege and/or the attorney work product doctrine. Plaintiff
5 further objects that the request does not seek factual information within Plaintiff’s
6 knowledge, and therefore is improperly addressed to Plaintiff. Plaintiff further objects that
7 the request is compound and therefore qualifies as multiple and discrete interrogatories.
8 *See Superior Communications v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009)
9 (“An ‘obvious example’ of a discrete subpart ‘is the combining in a single interrogatory of
10 a demand for information and a demand for the documents that pertain to that event.’”
11 (internal citation omitted).)

12 **INTERROGATORY NO. 4:**

13 State all facts on which you base your contention that “CoreCivic violated federal
14 law prohibiting forced labor when CoreCivic forced, coerced, and used Plaintiffs and
15 others to work for no pay, cleaning the ‘pods’ where they were housed, and cleaning,
16 maintaining, and operating other areas of the CoreCivic detention facilities under threat of
17 punishment, including lockdown and solitary confinement,” as alleged in Paragraph 13 of
18 your Complaint, and identify all witnesses and documents you may or will use to support
19 that claim.

20 **RESPONSE TO INTERROGATORY NO. 4:**

21 Plaintiff incorporates each general objection set forth above as if fully set forth
22 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
23 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
24 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
25 request is premature because discovery is ongoing and identities of all potential or actual
26 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
27 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
28 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and

1 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
2 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
3 discrete subpart ‘is the combining in a single interrogatory of a demand for information
4 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

5 Subject to these general and specific objections, Plaintiff responds as follows:
6 Plaintiff worked a variety of jobs while detained at CoreCivic’s facilities, including a
7 variety of tasks performed on a daily basis for each job worked. For example, Plaintiff and
8 other detainees in his living pod would be required to clean the common areas in the living
9 pod after meals and before final nightly count. Plaintiff and other detainees would also
10 perform other work for the communal areas of the living pods, including interior painting,
11 sweeping and waxing floors, cleaning drains, cleaning up liquid spills or bodily fluids (such
12 as blood after a fight) without appropriate protective gear, and handing out weekly supplies
13 to detainees.

14 Moreover, Plaintiff also specifically recalls instances of being roused in the middle
15 of the night to clean the bathrooms, including pouring unknown chemicals down the drain
16 without personal protective equipment and then having to reach down and pull out
17 materials clogging the drain. Plaintiff also recalls having to climb up on ladders to clean
18 the windows in the bathroom or shower areas.

19 However, Plaintiff’s work was not truly voluntary, even if the work was
20 compensated (below Federal or California minimum wage) as part of the “volunteer work
21 program,” and could include work that was coerced or forced through explicit or implicit
22 threats of punishment. Plaintiff and members of the putative classes would have to perform
23 work in their living pods whenever the facility warden or other CoreCivic staff wanted
24 something done (particularly in circumstances where a regulator, high-level CoreCivic
25 official, or other dignitaries would be touring the facility). For example, Plaintiff and
26 members of the putative class would have to do a “deep clean” anytime a dignitary was
27 going to tour the living pod. This included cleaning common areas and all windows—
28 including those on the second story of the facility (without any safety apparatus).

1 In order to ensure Plaintiff and other putative class members would work as part of
2 the “volunteer work program” or otherwise, CoreCivic would coerce Plaintiff into
3 working—even when he did not want to do so—by either overtly threatening or implying
4 that Plaintiff could or would be punished. For example, if a detainee did not clean his
5 direct living area or clean the common areas when demanded for special visits, he would
6 be threatened with discipline for failure to follow a direct order (as per CoreCivic’s policies
7 and manuals), which could include removal from his cell and relocation to another cell
8 with higher security (including segregation), a disciplinary note being placed in the
9 detainee’s file (which the detainees were told would affect their case before their judge),
10 or having his cell tossed.

11 Moreover, if a detainee refused to clean his living pod, or a detainee refused to
12 participate in deep cleaning when demanded or otherwise refused to follow a direct order
13 to work, CoreCivic would punish all detainees in the pod for one detainee’s refusal to work
14 or clean. Such punishment would come in the form of a lock down where all detainees
15 could not leave their immediate living quarters, or depriving all detainees in the living pod
16 of television, microwaves, or hot water in the common areas, among other things.
17 CoreCivic punished all detainees in a living pod as a means of instilling fear and animosity
18 for the detainee who refused to work, as well as creating the potential for threats from other
19 detainees or even physical altercations.

20 Based on Plaintiff’s own experience and interaction with other detainees, Plaintiff
21 believes that his experiences in being forced to work under threat or implication of
22 punishment, segregation, and/or deprivation is similar to other detainees.

23 Plaintiff’s experiences detailed above are consistent with experiences of other
24 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
25 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
26 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
27 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
28 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.

1 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
2 hours of work, and working conditions. CoreCivic would also provide work-related
3 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
4 by withholding necessities, protection, care, and services from those detainees who refuse
5 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
6 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
7 CoreCivic further punishes detainees who refuse to work, including through solitary
8 confinement / segregation, cutting off contact with family members, withholding medical
9 care, and being subjected to sexual or physical assault. These uniform policies and
10 practices at CoreCivic's facilities effectively force and coerce Plaintiff and members of the
11 putative classes to work or face withholding of necessities or punishment.

12 Plaintiff will not identify specific individuals who "may" be able to support
13 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
14 harassing. Plaintiff identifies generally the categories of individuals in response to
15 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
16 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
17 and (3) current or former staff or employees, all of whom were housed at or employed by
18 Plaintiff's detention facility during the time of Plaintiff's detention.

19 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
20 allegations because such a request is overbroad, unduly burdensome, and harassing.
21 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
22 possession and that have been or presumably will be produced periodically in this case,
23 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
24 or detainee or staff training materials related to the "volunteer work program"; any facility-
25 specific policies, procedures, contracts, literature, or detainee or staff training materials
26 related to the "volunteer work program"; facility-specific work schedules; detainee-
27 specific detention files; and internal emails, memoranda, or other correspondence related
28 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any

1 of the conduct that forms the basis of Plaintiff’s allegations.

2 **INTERROGATORY NO. 5:**

3 State all facts on which you base your contention that Plaintiffs and other putative
4 class members performed the tasks outlined in items a—r of Paragraph 14 of your
5 Complaint and explain how each detainee “suffered” as a result, and identify all witnesses
6 and documents you may or will use to support that claim. *See Superior Communications*
7 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
8 discrete subpart ‘is the combining in a single interrogatory of a demand for information
9 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

10 **RESPONSE TO INTERROGATORY NO. 5:**

11 Plaintiff incorporates each general objection set forth above as if fully set forth
12 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
13 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
14 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
15 request is premature because discovery is ongoing and identities of all potential or actual
16 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
17 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
18 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
19 therefore qualifies as multiple and discrete interrogatories.

20 Subject to these general and specific objections, Plaintiff responds as follows:

21 Plaintiff and other putative class members performed the tasks outlined in items
22 Paragraph 14(a) – (r) of the Complaint. The facts upon which Plaintiff bases his allegations
23 and contentions are that Plaintiff himself either performed this work while he was detained
24 at CoreCivic’s facilities, personally observed other detainees performing these tasks during
25 his detention at CoreCivic’s facilities, or learned about other detainees performing these
26 tasks through his interactions with other detainees.

27 CoreCivic misreads the word “suffered” in Paragraph 14 of the Complaint.
28 “Suffered” also means “to be allowed,” “to put up with,” or “to labor under.” When

1 properly read in context, CoreCivic suffered Plaintiff and other putative class members to
2 perform the tasks outlined in items Paragraph 14(a) – (r) of the Complaint, either as part of
3 the “volunteer work program” or by means of force or coercion through explicit or implicit
4 threats of punishment or deprivation should the tasks not be performed.

5 In any event, Plaintiff and members of the putative classes did suffer injury as a
6 result of performing these tasks because Plaintiff and members of the putative classes are
7 CoreCivic’s employees given the work they perform and the direction and control that
8 CoreCivic exercises over detainees who perform work, including control over the
9 detainee’s wages, hours of work, and working conditions. For any work part of the
10 “volunteer work program” for which Plaintiff or members of the putative classes received
11 any compensation, such compensation was significantly below the minimum hourly wage
12 required under applicable law.

13 Moreover, in numerous instances a detainee (including Plaintiff) would not be paid
14 his \$1.00 per day for the work performed. The detainee would have to check-in with the
15 living pod’s case manager or unit manager, who may or may not decide to see whether the
16 detainee was paid. In many instances of non-payment, the detainee would not ever be paid
17 for the work he performed on a given day.

18 In addition, when a detainee (including Plaintiff) was forced, coerced, or otherwise
19 required to perform work (such as deep cleaning in advance of a dignitary’s visit), the
20 detainee would not get paid the \$1.00 a day for his work. Indeed, assuming they were
21 timely paid or paid at all, detainees would get paid \$5.00 maximum for five days’ worth of
22 work, but if detainees were required to work on the sixth or seventh day of the week (the
23 detainee’s days off), the detainee would not be compensated for that work at all. The
24 detainee would still be subject to potential punishment (described above) for refusing to
25 work on his days off.

26 To the extent Plaintiff or members of the putative classes worked overtime hours,
27 they were not compensated at the appropriate overtime hourly rate. Plaintiff or members
28 of the putative classes performed work “until the job was done,” which meant that detainees

1 worked for unknown and unspecified periods of time, which also meant that detainee could
2 and would work longer hours in excess of 8 hours per day, and even work up to 12 hours
3 a day or more, depending on the number of tasks the detainee had to complete. As noted
4 above, detainees may be forced or coerced to perform work on their days off (in excess of
5 five days of work) without any pay at all. Plaintiff or members of the putative classes also
6 were injured when CoreCivic failed to provide appropriate rest and meal breaks as required
7 under applicable law, and failed to comply with applicable law regarding employee record
8 keeping (such as providing accurate and timely wages statements).

9 For any work that was not compensated, Plaintiff and members of the putative
10 classes did suffer injury because they were forced or coerced to perform work for free
11 under explicit or implicit threat of punishment, which not only deprived them of
12 compensation as employees required by applicable law (as well as other protections
13 afforded to employees under those laws), but also made them victims of human trafficking
14 due to their forced labor, all for the benefit of CoreCivic who otherwise would have to hire
15 and compensate non-detainee employees.

16 Plaintiff further refers CoreCivic to Plaintiff's responses to Interrogatories Nos. 2
17 and 4 above, which are incorporated here by reference, for further facts regarding the work
18 and tasks Plaintiff and members of the putative classes performed, as well as methods
19 employed by CoreCivic to force or coerce work from detainees.

20 Plaintiff's experiences detailed above are consistent with experiences of other
21 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
22 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
23 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
24 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
25 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
26 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
27 hours of work, and working conditions. CoreCivic would also provide work-related
28 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor

1 by withholding necessities, protection, care, and services from those detainees who refuse
2 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
3 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
4 CoreCivic further punishes detainees who refuse to work, including through solitary
5 confinement / segregation, cutting off contact with family members, withholding medical
6 care, and being subjected to sexual or physical assault. These uniform policies and
7 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
8 putative classes to work or face withholding of necessities or punishment.

9 Plaintiff will not identify specific individuals who “may” be able to support
10 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
11 harassing. Plaintiff identifies generally the categories of individuals in response to
12 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
13 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
14 and (3) current or former staff or employees, all of whom were housed at or employed by
15 Plaintiff’s detention facility during the time of Plaintiff’s detention.

16 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
17 allegations because such a request is overbroad, unduly burdensome, and harassing.
18 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
19 possession and that have been or presumably will be produced periodically in this case,
20 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
21 or detainee or staff training materials related to the “volunteer work program”; any facility-
22 specific policies, procedures, contracts, literature, or detainee or staff training materials
23 related to the “volunteer work program”; facility-specific work schedules; detainee-
24 specific detention files; and internal emails, memoranda, or other correspondence related
25 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
26 of the conduct that forms the basis of Plaintiff’s allegations.

27 **INTERROGATORY NO. 6:**

28 State all facts on which you base your contention that detainees were only paid \$1

1 per day if they volunteered for the work described in items a—r of Paragraph 14 of your
2 Complaint, and identify all witnesses and documents you may or will use to support that
3 claim.

4 **RESPONSE TO INTERROGATORY NO. 6:**

5 Plaintiff incorporates each general objection set forth above as if fully set forth
6 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
7 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
8 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
9 request is premature because discovery is ongoing and identities of all potential or actual
10 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
11 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
12 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request assumes Plaintiff or
13 members of the putative classes were actually paid for their work. Plaintiff further objects
14 that the request is compound and therefore qualifies as multiple and discrete
15 interrogatories. *See Superior Communications v. Earhugger, Inc.*, 257 F.R.D. 215, 217
16 (C.D. Cal. 2009) (“An ‘obvious example’ of a discrete subpart ‘is the combining in a single
17 interrogatory of a demand for information and a demand for the documents that pertain to
18 that event.’” (internal citation omitted).)

19 Subject to these general and specific objections, Plaintiff responds as follows:

20 Plaintiff and other putative class members performed the tasks outlined in items
21 Paragraph 14(a) – (r) of the Complaint. To the extent Plaintiff and members of the putative
22 classes were paid for their work as part of the “volunteer work program,” Plaintiff recalls
23 that he was paid \$1.00 per day for his work, but also understands that others may have been
24 paid slightly more given the type of work performed or changes to daily work pay under
25 new policies. Upon information and belief, and based on Plaintiff’s interaction with other
26 detainees during his period of detention, Plaintiff believes that other putative class
27 members detained at Plaintiff’s detention facility during the time of Plaintiff’s detention
28 were also paid approximately \$1.00 per day for their work. Upon further information and

1 belief, Plaintiff believes that members of the putative classes housed at Plaintiff’s facility
2 during times other than Plaintiff’s period of detention, as well as putative class members
3 at other CoreCivic facilities, were also paid approximately \$1.00 per day for their work.

4 Moreover, in numerous instances a detainee (including Plaintiff) would not be paid
5 his \$1.00 per day for the work performed. The detainee would have to check-in with the
6 living pod’s case manager or unit manager, who may or may not decide to see whether the
7 detainee was paid. In many instances of non-payment, the detainee would not ever be paid
8 for the work he performed on a given day.

9 In addition, when a detainee (including Plaintiff) was forced, coerced, or otherwise
10 required to perform work (such as deep cleaning in advance of a dignitary’s visit), the
11 detainee would not get paid the \$1.00 a day for his work. Indeed, assuming they were
12 timely paid or paid at all, detainees would get paid \$5.00 maximum for five days’ worth of
13 work, but if detainees were required to work on the sixth or seventh day of the week (the
14 detainee’s days off), the detainee would not be compensated for that work at all. The
15 detainee would still be subject to potential punishment (described above) for refusing to
16 work on his days off.

17 To the extent Plaintiff or members of the putative classes worked overtime hours,
18 they were not compensated at the appropriate overtime hourly rate. Plaintiff or members
19 of the putative classes performed work “until the job was done,” which meant that detainees
20 worked for unknown and unspecified periods of time, which also meant that detainee could
21 and would work longer hours in excess of 8 hours per day, and even work up to 12 hours
22 a day or more, depending on the number of tasks the detainee had to complete. As noted
23 above, detainees may be forced or coerced to perform work on their days off (in excess of
24 five days of work) without any pay at all.

25 Furthermore, even if Plaintiff and/or members of the putative classes were not paid
26 exactly \$1.00 per day for their work, the distinction is immaterial. Plaintiff and members
27 of the putative classes performed work for the benefit of CoreCivic and for which
28 CoreCivic would otherwise have to hire and compensate non-detainee employees in

1 compliance with all applicable laws. Plaintiff and members of the putative classes received
2 compensation at a rate significantly below the minimum hourly wage required under
3 applicable law (including any applicable overtime wages).

4 Moreover, for any work that was not compensated, Plaintiff and members of the
5 putative classes suffered further injury because they were forced or coerced to perform
6 work for free under explicit or implicit threat of punishment, which not only deprived them
7 of compensation as employees required by applicable law (as well as other protections
8 afforded to employees under those laws), but also made them victims of human trafficking
9 due to their forced labor.

10 Plaintiff further refers CoreCivic to Plaintiff's responses to Interrogatories Nos. 2,
11 4, and 5 above, which are incorporated here by reference, for further facts regarding the
12 work and tasks Plaintiff and members of the putative classes performed, as well as methods
13 employed by CoreCivic to force or coerce work from detainees.

14 Plaintiff's experiences detailed above are consistent with experiences of other
15 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
16 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
17 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
18 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
19 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
20 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
21 hours of work, and working conditions. CoreCivic would also provide work-related
22 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
23 by withholding necessities, protection, care, and services from those detainees who refuse
24 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
25 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
26 CoreCivic further punishes detainees who refuse to work, including through solitary
27 confinement / segregation, cutting off contact with family members, withholding medical
28 care, and being subjected to sexual or physical assault. These uniform policies and

1 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
2 putative classes to work or face withholding of necessities or punishment.

3 Plaintiff will not identify specific individuals who “may” be able to support
4 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
5 harassing. Plaintiff identifies generally the categories of individuals in response to
6 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
7 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
8 and (3) current or former staff or employees, all of whom were housed at or employed by
9 Plaintiff’s detention facility during the time of Plaintiff’s detention.

10 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
11 allegations because such a request is overbroad, unduly burdensome, and harassing.
12 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
13 possession and that have been or presumably will be produced periodically in this case,
14 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
15 or detainee or staff training materials related to the “volunteer work program”; any facility-
16 specific policies, procedures, contracts, literature, or detainee or staff training materials
17 related to the “volunteer work program”; facility-specific work schedules; detainee-
18 specific detention files; and internal emails, memoranda, or other correspondence related
19 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
20 of the conduct that forms the basis of Plaintiff’s allegations. Pursuant to Rule 33(d) of the
21 Federal Rules of Civil Procedure, Plaintiff further states that the answer to this
22 interrogatory may be determined by examining, auditing, compiling, abstracting, or
23 summarizing CoreCivic’s own business records and/or electronically stored information,
24 that the burden of deriving or ascertaining the answer to this interrogatory is substantially
25 more burdensome for Plaintiff because the answer is to be found in CoreCivic’s own
26 records, and that CoreCivic can review its own records (described above) to ascertain the
27 answer to this interrogatory.
28

1 **INTERROGATORY NO. 7:**

2 State all facts on which you base your contention that detainees “. . . are/were only
3 allowed to spend their \$1 per day at the CoreCivic ‘company store’ or commissary,” as
4 alleged in Paragraph 15 of your Complaint, describe how this alleged limitation contributed
5 to the damages claimed by Plaintiffs and the putative class members, and identify all
6 witnesses and documents you may or will use to support that claim.

7 **RESPONSE TO INTERROGATORY NO. 7:**

8 Plaintiff incorporates each general objection set forth above as if fully set forth
9 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
10 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
11 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
12 request is premature because discovery is ongoing and identities of all potential or actual
13 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
14 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
15 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request assumes Plaintiff or
16 members of the putative classes were actually paid for their work. Plaintiff further objects
17 that the request is compound and therefore qualifies as multiple and discrete
18 interrogatories. *See Superior Communications v. Earhugger, Inc.*, 257 F.R.D. 215, 217
19 (C.D. Cal. 2009) (“An ‘obvious example’ of a discrete subpart ‘is the combining in a single
20 interrogatory of a demand for information and a demand for the documents that pertain to
21 that event.’” (internal citation omitted).)

22 Subject to these general and specific objections, Plaintiff responds as follows:

23 To the extent Plaintiff and members of the putative classes were paid for their work
24 as part of the “volunteer work program” (regardless of whether the amount was \$1.00 per
25 day or some other negligible daily amount well below minimum wage requirements),
26 Plaintiff recalls that, during his period of detention, he was permitted to spend such monies
27 only at the commissary in the detention facility or for telephone calls.

28 Even if money paid for work could in theory be spent on non-commissary purchases

1 (which to Plaintiff’s knowledge it cannot), the practical reality is that a detainee would not
2 be able to afford such purchases. The weekly ration of hygiene supplies provided by
3 CoreCivic to detainees was generally two small “hotel size” bars of soap, one shampoo
4 (effectively single use), one toothbrush, one toothpaste, and two rolls of toilet paper. These
5 supplies are insufficient to last a detainee an entire week. As a result, detainees (including
6 Plaintiff) would spend their funds on commissary items such as additional shower soap and
7 shampoo in order to maintain basic levels of hygiene and cleanliness. When each detainee
8 was paid at most \$5.00 per week, the only practical option was to spend the money at the
9 commissary on necessities that CoreCivic should have been providing in the first place.

10 In addition, detainees (including Plaintiff) would regularly purchase larger quantities
11 of shampoo from the commissary and use it as a cleaning agent for their immediate living
12 areas. CoreCivic did not provide supplies to detainees to clean their immediate living areas
13 despite that CoreCivic required detainees to maintain those areas. In effect, detainees had
14 to spend their work allowance on supplies to clean CoreCivic’s facility.

15 Moreover, upon information and belief, and based on Plaintiff’s interaction with
16 other detainees during his period of detention, Plaintiff believes that other putative class
17 members detained at Plaintiff’s detention facility during the time of Plaintiff’s detention
18 were also similarly limited in their use of any compensation from the “volunteer work
19 program.” Upon further information and belief, Plaintiff believes that members of the
20 putative classes housed at Plaintiff’s facility during times other than Plaintiff’s period of
21 detention, as well as putative class members at other CoreCivic facilities, were also
22 similarly limited in their use of any compensation from the “volunteer work program.”

23 The fact that Plaintiffs and members of the putative classes were forced to use the
24 compensation from the “volunteer work program” only at each detention facility’s
25 commissary contributes to the potential damages the putative classes suffered. Because
26 CoreCivic did not provide enough basic supplies and necessities on a weekly basis (such
27 as hygiene supplies to last one week), detainees were forced to purchase hygiene products
28 such as shower soap and shampoo simply to maintain basic hygiene and cleanliness.

1 Detainees also paid for supplies, such as shampoo, to clean their immediate living areas—
2 and failure to do so would result in potential punishment for the detainee or the living pod,
3 as outlined above. In addition, CoreCivic also inflated prices charged for its commissary
4 goods. In effect, Plaintiff and members of the putative classes were working to purchase
5 basic supplies from CoreCivic that CoreCivic should have been providing in the first place.

6 Moreover, even if Plaintiffs or putative class members could have used funds for
7 other things, the daily work pay provided by CoreCivic (\$1.00 per day with a maximum of
8 \$5.00 per week) was so negligible that use of the funds for anything else was effectively
9 foreclosed. During his detention, Plaintiff was never informed by CoreCivic that he could
10 use his account funds for anything other than commissary purchases. Upon further
11 information and belief, Plaintiff believes that members of the putative classes were also
12 not provided with this information.

13 Plaintiff's experiences detailed above are consistent with experiences of other
14 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
15 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
16 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
17 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
18 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
19 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
20 hours of work, and working conditions. CoreCivic would also provide work-related
21 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
22 by withholding necessities, protection, care, and services from those detainees who refuse
23 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
24 they can purchase necessities from CoreCivic that CoreCivic should already be providing.

25 Plaintiff will not identify specific individuals who “may” be able to support
26 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
27 harassing. Plaintiff identifies generally the categories of individuals in response to
28 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's

1 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
2 and (3) current or former staff or employees, all of whom were housed at or employed by
3 Plaintiff’s detention facility during the time of Plaintiff’s detention.

4 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
5 allegations because such a request is overbroad, unduly burdensome, and harassing.
6 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
7 possession and that have been or presumably will be produced periodically in this case,
8 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
9 or detainee or staff training materials related to the “volunteer work program”; any facility-
10 specific policies, procedures, contracts, literature, or detainee or staff training materials
11 related to the “volunteer work program”; CoreCivic’s general policies and procedures, or
12 facility-specific policies and procedures, related to detainees’ use or expenditure of
13 compensation from the “volunteer work program”; detainee-specific detention files;
14 facility-specific accounting records related to detainee money accounts, including the
15 source of each deposit into a detainee’s account and all expenditures from that account;
16 and internal emails, memoranda, or other correspondence related to the policies,
17 procedures, and practices that relate to, approve of, ratify, or encourage any of the conduct
18 that forms the basis of Plaintiff’s allegations. Pursuant to Rule 33(d) of the Federal Rules
19 of Civil Procedure, Plaintiff further states that the answer to this interrogatory may be
20 determined by examining, auditing, compiling, abstracting, or summarizing CoreCivic’s
21 own business records and/or electronically stored information, that the burden of deriving
22 or ascertaining the answer to this interrogatory is substantially more burdensome for
23 Plaintiff because the answer is to be found in CoreCivic’s own records, and that CoreCivic
24 can review its own records (described above) to ascertain the answer to this interrogatory.

25 **INTERROGATORY NO. 8:**

26 State all facts on which you base your contention that “. . . CoreCivic forced and
27 coerced Plaintiffs and members of the putative class, to clean, maintain, scrub, sweep, and
28 mop floors, bathrooms, showers, toilets, and windows for no pay at all . . . by threatening

1 to punish not only those who refused to work, but also other detainees in the pods with
2 confinement, physical restraint, substantial and sustained restriction, deprivation, and
3 violation of their liberty, and solitary confinement, all with the intent to obtain forced labor
4 or services and as punishment for any refusal to work causing Plaintiffs severe mental pain
5 and suffering,” as alleged in Paragraph 16 of your Complaint, and identify all witnesses
6 and documents you may or will use to support that claim.

7 **RESPONSE TO INTERROGATORY NO. 8:**

8 Plaintiff incorporates each general objection set forth above as if fully set forth
9 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
10 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
11 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
12 request is premature because discovery is ongoing and identities of all potential or actual
13 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
14 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
15 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
16 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
17 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
18 discrete subpart ‘is the combining in a single interrogatory of a demand for information
19 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

20 Subject to these general and specific objections, Plaintiff responds as follows:

21 CoreCivic would force or coerce Plaintiff and members of the putative classes into
22 performing the tasks identified in Paragraph 16 of the Complaint—even when they did not
23 want to do so—by either overtly threatening or implying that Plaintiff would be punished.
24 For example, a detainee would be threatened with discipline for failure to follow a direct
25 order (as per CoreCivic’s policies and manuals), which could include removal from his cell
26 and relocation to another cell with higher security (including segregation), a disciplinary
27 note being placed in the detainee’s file (which the detainees were told would affect their
28 case before their judge), or having his cell tossed. Plaintiff and putative class members

1 were also forced by CoreCivic to clean parts of the facility that were outside of their
2 respective immediate personal living areas.

3 Moreover, if a detainee refused to clean his living pod, or a detainee refused to
4 participate in deep cleaning when demanded or otherwise refused to follow a direct order
5 to work, CoreCivic would punish all detainees in the pod for one detainee's refusal to work
6 or clean. Such punishment would come in the form of a lock down where all detainees
7 could not leave their immediate living quarters, or depriving all detainees in the living pod
8 of television, microwaves, or hot water in the common areas, among other things.
9 CoreCivic punished all detainees in a living pod as a means of instilling fear and animosity
10 for the detainee who refused to work, as well as creating the potential for threats from other
11 detainees or even physical altercations.

12 Plaintiff further refers CoreCivic to Plaintiff's responses to Interrogatories Nos. 2,
13 4, and 5 above, which are incorporated here by reference, for further facts regarding the
14 work and tasks Plaintiff and members of the putative classes performed, as well as methods
15 employed by CoreCivic to force or coerce work from detainees.

16 Based on personal experience, and observation of and interaction with other
17 detainees, Plaintiff believes that his experiences in being forced to work under threat or
18 implication of punishment, segregation, and/or deprivation is similar to other detainees.

19 Plaintiff's experiences detailed above are consistent with experiences of other
20 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
21 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
22 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
23 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
24 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
25 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
26 hours of work, and working conditions. CoreCivic would also provide work-related
27 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
28 by withholding necessities, protection, care, and services from those detainees who refuse

1 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
2 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
3 CoreCivic further punishes detainees who refuse to work, including through solitary
4 confinement / segregation, cutting off contact with family members, withholding medical
5 care, and being subjected to sexual or physical assault. These uniform policies and
6 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
7 putative classes to work or face withholding of necessities or punishment.

8 Plaintiff will not identify specific individuals who “may” be able to support
9 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
10 harassing. Plaintiff identifies generally the categories of individuals in response to
11 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
12 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
13 and (3) current or former staff or employees, all of whom were housed at or employed by
14 Plaintiff’s detention facility during the time of Plaintiff’s detention.

15 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
16 allegations because such a request is overbroad, unduly burdensome, and harassing.
17 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
18 possession and that have been or presumably will be produced periodically in this case,
19 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
20 or detainee or staff training materials related to the “volunteer work program”; any facility-
21 specific policies, procedures, contracts, literature, or detainee or staff training materials
22 related to the “volunteer work program”; facility-specific work schedules; detainee-
23 specific detention files; and internal emails, memoranda, or other correspondence related
24 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
25 of the conduct that forms the basis of Plaintiff’s allegations. Pursuant to Rule 33(d) of the
26 Federal Rules of Civil Procedure, Plaintiff further states that the answer to this
27 interrogatory may be determined by examining, auditing, compiling, abstracting, or
28 summarizing CoreCivic’s own business records and/or electronically stored information,

1 that the burden of deriving or ascertaining the answer to this interrogatory is substantially
2 more burdensome for Plaintiff because the answer is to be found in CoreCivic’s own
3 records, and that CoreCivic can review its own records (described above) to ascertain the
4 answer to this interrogatory.

5 **INTERROGATORY NO. 9:**

6 State all facts on which you base your contention that Defendant “. . . acted with
7 malice, oppression, fraud, and duress. . . ,” as alleged in Paragraph 17 of your Complaint,
8 and identify all witnesses and documents you may or will use to support that claim.

9 **RESPONSE TO INTERROGATORY NO. 9:**

10 Plaintiff incorporates each general objection set forth above as if fully set forth
11 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
12 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
13 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
14 request is premature because discovery is ongoing and identities of all potential or actual
15 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
16 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
17 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
18 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
19 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
20 discrete subpart ‘is the combining in a single interrogatory of a demand for information
21 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

22 Subject to these general and specific objections, Plaintiff responds as follows:

23 CoreCivic acted with malice, oppression, fraud, and duress in relation to the conduct
24 alleged in the Complaint. CoreCivic controlled the detainees’ living conditions, working
25 conditions, hours of work, types of work, and compensation for work, in addition to making
26 all determinations on any promotions, demotions, or terminations from the “voluntary work
27 program”—over which CoreCivic exercised exclusive policy control and decision-making
28 authority within each detention facility.

1 For any work part of the “volunteer work program” for which Plaintiff or members
2 of the putative classes received any compensation, such compensation was significantly
3 below the minimum hourly wage required under applicable law. CoreCivic knowingly
4 paid detainees less than the applicable minimum wage, and did so to benefit CoreCivic’s
5 bottom line. But for the significantly underpaid work performed by detainees, CoreCivic
6 would have to hire non-detainee employees paid at least the applicable minimum wage.

7 To the extent Plaintiff or members of the putative classes worked overtime hours,
8 they were not compensated at the appropriate overtime hourly rate under applicable law.
9 CoreCivic knowingly paid detainees less than the applicable overtime wage, and did so to
10 benefit CoreCivic’s bottom line. But for the significantly underpaid work performed by
11 detainees, CoreCivic would have to hire non-detainee employees paid at least the
12 applicable overtime wage.

13 Moreover, CoreCivic failed to provide appropriate rest and meal breaks as required
14 under applicable law, and failed to comply with applicable law regarding employee record
15 keeping (such as providing accurate and timely wages statements). CoreCivic knowingly
16 deprived detainees of rest and meal breaks, and also knowingly failed to keep accurate
17 employment records to reflect what work detainees performed and for how long.

18 In addition, CoreCivic would force or coerce detainees to perform work without
19 compensation through explicit or implied threats of punishment. To exacerbate the threat,
20 if a detainee refused to clean his living pod, or a detainee refused to participate in deep
21 cleaning when demanded or otherwise refused to follow a direct order to work, CoreCivic
22 would punish all detainees in the pod for one detainee’s refusal to work or clean. Such
23 punishment would come in the form of a lock down where all detainees could not leave
24 their immediate living quarters, or depriving all detainees in the living pod of television,
25 microwaves, or hot water in the common areas, among other things. CoreCivic punished
26 all detainees in a living pod as a means of instilling fear and animosity for the detainee who
27 refused to work, as well as creating the potential for threats from other detainees or even
28 physical altercations. CoreCivic made these threats and forced detainees to work without

1 any pay knowingly and in violation of State law, Federal law, and CoreCivic’s own policies
2 regarding the “volunteer work program.”

3 CoreCivic’s knowing violations of State and Federal labor laws, in addition to
4 knowingly forcing detainees to work for no pay under threat of punishment, constitute
5 malice, oppression, fraud, and duress in CoreCivic’s exercise of control over the detainees
6 for CoreCivic’s bottom line profit.

7 Plaintiff bases these allegations and contentions on the fact that Plaintiff himself
8 either performed this underpaid (or no pay) work while he was detained at CoreCivic’s
9 facilities, personally observed other detainees performing these tasks for minimal pay or
10 being forced to perform work for no pay and under threat of punishment, or learned about
11 other detainees performing these minimally paid tasks or forced labor through his
12 interactions with other detainees. Plaintiff further refers CoreCivic to Plaintiff’s responses
13 to Interrogatories Nos. 2, 4, and 5 above, which are incorporated here by reference, for
14 further facts regarding the work and tasks Plaintiff and members of the putative classes
15 performed, as well as methods employed by CoreCivic to force or coerce work from
16 detainees.

17 Plaintiff’s experiences detailed above are consistent with experiences of other
18 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
19 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
20 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
21 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
22 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
23 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
24 hours of work, and working conditions. CoreCivic would also provide work-related
25 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
26 by withholding necessities, protection, care, and services from those detainees who refuse
27 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
28 they can purchase necessities from CoreCivic that CoreCivic should already be providing.

1 CoreCivic further punishes detainees who refuse to work, including through solitary
2 confinement / segregation, cutting off contact with family members, withholding medical
3 care, and being subjected to sexual or physical assault. These uniform policies and
4 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
5 putative classes to work or face withholding of necessities or punishment.

6 Plaintiff will not identify specific individuals who “may” be able to support
7 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
8 harassing. Plaintiff identifies generally the categories of individuals in response to
9 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
10 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
11 and (3) current or former staff or employees, all of whom were housed at or employed by
12 Plaintiff’s detention facility during the time of Plaintiff’s detention.

13 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
14 allegations because such a request is overbroad, unduly burdensome, and harassing.
15 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
16 possession and that have been or presumably will be produced periodically in this case,
17 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
18 or detainee or staff training materials related to the “volunteer work program”; any facility-
19 specific policies, procedures, contracts, literature, or detainee or staff training materials
20 related to the “volunteer work program”; facility-specific work schedules; detainee-
21 specific detention files; and internal emails, memoranda, or other correspondence related
22 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
23 of the conduct that forms the basis of Plaintiff’s allegations.

24 **INTERROGATORY NO. 10:**

25 Describe with specificity how “Plaintiffs and the putative class members have
26 suffered, and are continuing to suffer, real-world, actual, concrete harm . . .,” as alleged in
27 Paragraph 19 of your Complaint, state each and every fact on which you base this
28 contention, and identify all witnesses and documents you may or will use to support that

1 claim.

2 **RESPONSE TO INTERROGATORY NO. 10:**

3 Plaintiff incorporates each general objection set forth above as if fully set forth
4 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
5 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
6 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
7 request is premature because discovery is ongoing and identities of all potential or actual
8 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
9 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
10 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the issue of pleading standing was
11 already addressed by the Court in prior motion practice. Plaintiff further objects that the
12 request is compound and therefore qualifies as multiple and discrete interrogatories. *See*
13 *Superior Communications v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An
14 ‘obvious example’ of a discrete subpart ‘is the combining in a single interrogatory of a
15 demand for information and a demand for the documents that pertain to that event.’”
16 (internal citation omitted).)

17 Subject to these general and specific objections, Plaintiff responds as follows:

18 Plaintiffs and putative class members have suffered, and are continuing to suffer,
19 real-world, actual, concrete harm due to CoreCivic’s knowing violations of State and
20 Federal labor laws, in addition to knowingly forcing detainees to work for no pay under
21 threat of punishment, in order to enhance CoreCivic’s bottom line profit.

22 CoreCivic controlled the detainees’ living conditions, working conditions, hours of
23 work, types of work, and compensation for work, in addition to making all determinations
24 on any promotions, demotions, or terminations from the “voluntary work program”—over
25 which CoreCivic exercised exclusive policy control and decision-making authority within
26 each detention facility. CoreCivic knowingly paid detainees less than the applicable
27 minimum wage, and knowingly paid detainees less than the applicable overtime wage, all
28 to benefit CoreCivic’s bottom line. But for the significantly underpaid work performed by

1 detainees, CoreCivic would have to hire non-detainee employees paid at least a wage
2 required by applicable labor law. CoreCivic failed to provide appropriate rest and meal
3 breaks as required under applicable law, and failed to comply with applicable law regarding
4 employee record keeping. CoreCivic would force or coerce detainees to perform work
5 without compensation through explicit or implied threats of punishment. Plaintiff further
6 refers CoreCivic to Plaintiff's responses to Interrogatories Nos. 2, 4, and 5 above, which
7 are incorporated here by reference, for further facts regarding the work and tasks Plaintiff
8 and members of the putative classes performed, as well as methods employed by CoreCivic
9 to force or coerce work from detainees.

10 These knowing acts by CoreCivic and its personnel caused actual, concrete harm to
11 Plaintiff and members of the putative classes because they were deprived of wages due and
12 owing to them, were deprived of meal and rest breaks due and owing to them, and were
13 forced to work for free under threat of punishment. In addition to monetary injury, Plaintiff
14 and members of the putative classes also suffered physical and psychological effects of
15 CoreCivic's coercion, such as mental and emotional distress (including but not limited to
16 fear and intimidation to work due to punishment, isolation, or punishment of all detainees
17 in a living pod for one detainee's failure to work); physical injury based on certain tasks
18 performed (including fear of potential physical injury or exposure to the possibility of
19 injury based on a particular job assignment); and related medical issues.

20 Plaintiff bases these allegations and contentions on the fact that Plaintiff himself
21 either performed this underpaid (or no pay) work while he was detained at CoreCivic's
22 facilities, personally observed other detainees performing these tasks for minimal pay or
23 being forced to perform work for no pay and under threat of punishment, or learned about
24 other detainees performing these minimally paid tasks or forced labor through his
25 interactions with other detainees.

26 Plaintiff's experiences detailed above are consistent with experiences of other
27 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
28 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*

1 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
2 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
3 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
4 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
5 hours of work, and working conditions. CoreCivic would also provide work-related
6 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
7 by withholding necessities, protection, care, and services from those detainees who refuse
8 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
9 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
10 CoreCivic further punishes detainees who refuse to work, including through solitary
11 confinement / segregation, cutting off contact with family members, withholding medical
12 care, and being subjected to sexual or physical assault. These uniform policies and
13 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
14 putative classes to work or face withholding of necessities or punishment.

15 Plaintiff will not identify specific individuals who “may” be able to support
16 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
17 harassing. Plaintiff identifies generally the categories of individuals in response to
18 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
19 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
20 and (3) current or former staff or employees, all of whom were housed at or employed by
21 Plaintiff’s detention facility during the time of Plaintiff’s detention.

22 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
23 allegations because such a request is overbroad, unduly burdensome, and harassing.
24 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
25 possession and that have been or presumably will be produced periodically in this case,
26 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
27 or detainee or staff training materials related to the “volunteer work program”; any facility-
28 specific policies, procedures, contracts, literature, or detainee or staff training materials

1 related to the “volunteer work program”; facility-specific work schedules; detainee-
2 specific detention files; and internal emails, memoranda, or other correspondence related
3 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
4 of the conduct that forms the basis of Plaintiff’s allegations.

5 **INTERROGATORY NO. 11:**

6 State all facts on which you base your contention that “. . . these illegal practices
7 appear endemic to the Core-Civic [sic] operations on a California-wide, and indeed a
8 nationwide, scale,” as alleged in Paragraph 20 of your Complaint, and identify all witnesses
9 and documents you may or will use to support that claim.

10 **RESPONSE TO INTERROGATORY NO. 11:**

11 Plaintiff incorporates each general objection set forth above as if fully set forth
12 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
13 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
14 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
15 request is premature because discovery is ongoing and identities of all potential or actual
16 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
17 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
18 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
19 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
20 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
21 discrete subpart ‘is the combining in a single interrogatory of a demand for information
22 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

23 Subject to these general and specific objections, Plaintiff responds as follows:

24 CoreCivic’s illegal practices are endemic to CoreCivic’s operations throughout its
25 California facilities and throughout the nation. CoreCivic knowingly violated State and
26 Federal labor laws, in addition to knowingly forcing detainees to work for no pay under
27 threat of punishment. CoreCivic controlled the detainees’ living conditions, working
28 conditions, hours of work, types of work, and compensation for work, in addition to making

1 all determinations on any promotions, demotions, or terminations from the “voluntary work
2 program”—over which CoreCivic exercised exclusive policy control and decision-making
3 authority within each detention facility. CoreCivic knowingly paid detainees less than the
4 applicable minimum wage, and knowingly paid detainees less than the applicable overtime
5 wage, all to benefit CoreCivic’s bottom line.

6 Moreover, CoreCivic policies and third-party contracts (including with Trinity
7 Services) require CoreCivic to provide a detainee labor pool with a certain number of
8 detainee workers for certain jobs. CoreCivic (and its third-party contractors) relied on
9 forced labor, free labor, and/or minimally paid labor to perform work that CoreCivic or its
10 contractors would otherwise have to pay non-detainee workers at least minimum wage.

11 But for the significantly underpaid work performed by detainees, CoreCivic would
12 have to hire non-detainee employees paid at least a wage required by applicable labor law.
13 CoreCivic failed to provide appropriate rest and meal breaks as required under applicable
14 law, and failed to comply with applicable law regarding employee record keeping.
15 CoreCivic would force or coerce detainees to perform work without compensation through
16 explicit or implied threats of punishment. These knowing acts by CoreCivic and its
17 personnel caused actual, concrete harm to Plaintiff and members of the putative classes
18 because they were deprived of wages due and owing to them, were deprived of meal and
19 rest breaks due and owing to them, and were forced to work for free under threat of
20 punishment.

21 CoreCivic’s consistent failure to pay detainees required minimum or overtime
22 wages, provide requires rest or meal breaks, ensure accurate record keeping, and knowingly
23 forcing detainees to perform work under threat of punishment, demonstrate a clear policy
24 and practice of illegal activity and knowing violation of law throughout California
25 detention facilities. Plaintiff bases these allegations and contentions on the fact that
26 Plaintiff himself either performed this underpaid work while he was detained at
27 CoreCivic’s facilities, personally observed other detainees performing these tasks for
28 minimal pay or being forced to perform work for no pay and under threat of punishment,

1 or learned about other detainees performing these minimally paid tasks or forced labor
2 through his interactions with other detainees. Plaintiff further refers CoreCivic to
3 Plaintiff's responses to Interrogatories Nos. 2, 4, and 5 above, which are incorporated here
4 by reference, for further facts regarding the work and tasks Plaintiff and members of the
5 putative classes performed, as well as methods employed by CoreCivic to force or coerce
6 work from detainees.

7 Upon information and belief, CoreCivic's practices in its California facilities are
8 similar to its practices in other detention facilities throughout the United States—namely,
9 CoreCivic's consistent failure to pay detainees required minimum or overtime wages,
10 provide requires rest or meal breaks, ensure accurate record keeping, and knowingly
11 forcing detainees to perform work under threat of punishment.

12 Plaintiff's experiences detailed above are consistent with experiences of other
13 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
14 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
15 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
16 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
17 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
18 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
19 hours of work, and working conditions. CoreCivic would also provide work-related
20 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
21 by withholding necessities, protection, care, and services from those detainees who refuse
22 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
23 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
24 CoreCivic further punishes detainees who refuse to work, including through solitary
25 confinement / segregation, cutting off contact with family members, withholding medical
26 care, and being subjected to sexual or physical assault. These uniform policies and
27 practices at CoreCivic's facilities effectively force and coerce Plaintiff and members of the
28 putative classes to work or face withholding of necessities or punishment.

1 Plaintiff will not identify specific individuals who “may” be able to support
2 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
3 harassing. Plaintiff identifies generally the categories of individuals in response to
4 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
5 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
6 and (3) current or former staff or employees, all of whom were housed at or employed by
7 Plaintiff’s detention facility during the time of Plaintiff’s detention.

8 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
9 allegations because such a request is overbroad, unduly burdensome, and harassing.
10 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
11 possession and that have been or presumably will be produced periodically in this case,
12 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
13 or detainee or staff training materials related to the “volunteer work program”; any facility-
14 specific policies, procedures, contracts, literature, or detainee or staff training materials
15 related to the “volunteer work program”; facility-specific work schedules; detainee-
16 specific detention files; and internal emails, memoranda, or other correspondence related
17 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
18 of the conduct that forms the basis of Plaintiff’s allegations. Pursuant to Rule 33(d) of the
19 Federal Rules of Civil Procedure, Plaintiff further states that the answer to this
20 interrogatory may be determined by examining, auditing, compiling, abstracting, or
21 summarizing CoreCivic’s own business records and/or electronically stored information,
22 that the burden of deriving or ascertaining the answer to this interrogatory is substantially
23 more burdensome for Plaintiff because the answer is to be found in CoreCivic’s own
24 records, and that CoreCivic can review its own records (described above) to ascertain the
25 answer to this interrogatory.

26 **INTERROGATORY NO. 12:**

27 Describe with specificity each and every “false statement” you allege was made by
28 Defendant “. . . regarding the legality of their [sic] False Labor and Dollar-A-Day Work

1 practices,” as alleged in Paragraph 22 of your Complaint, and identify all witnesses and
2 documents you may or will use to support that claim.

3 **RESPONSE TO INTERROGATORY NO. 12:**

4 Plaintiff incorporates each general objection set forth above as if fully set forth
5 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
6 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
7 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
8 request is premature because discovery is ongoing and identities of all potential or actual
9 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
10 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
11 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
12 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
13 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
14 discrete subpart ‘is the combining in a single interrogatory of a demand for information
15 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

16 Subject to these general and specific objections, Plaintiff responds as follows:

17 Despite CoreCivic’s statements that its volunteer work program and related practices
18 were legal, CoreCivic knowingly violated of State and Federal labor laws, in addition to
19 knowingly forcing detainees to work for no pay under threat of punishment. CoreCivic
20 controlled the detainees’ living conditions, working conditions, hours of work, types of
21 work, and compensation for work, in addition to making all determinations on any
22 promotions, demotions, or terminations from the “voluntary work program”—over which
23 CoreCivic exercised exclusive policy control and decision-making authority within each
24 detention facility. CoreCivic knowingly paid detainees less than the applicable minimum
25 wage, and knowingly paid detainees less than the applicable overtime wage, all to benefit
26 CoreCivic’s bottom line. But for the significantly underpaid work performed by detainees,
27 CoreCivic would have to hire non-detainee employees paid at least a wage required by
28 applicable labor law. CoreCivic failed to provide appropriate rest and meal breaks as

1 required under applicable law, and failed to comply with applicable law regarding
2 employee record keeping. CoreCivic would force or coerce detainees to perform work
3 without compensation through explicit or implied threats of punishment, again in violation
4 of law. CoreCivic’s policy to disregard applicable labor laws and forced labor laws made
5 CoreCivic’s statements that its program was legal false.

6 Relatedly, CoreCivic represented that the work program was “voluntary,” but in
7 reality the work program was not voluntary because detainees had to work in order to
8 purchase necessities from the facility commissary, were threatened with punishment if they
9 refused to work, and/or were otherwise forced or coerced to perform work regardless of
10 compensation. CoreCivic’s statements that the work program was entirely voluntary are
11 false, misleading, and contrary to CoreCivic’s own policies.

12 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
13 4, and 5 above, which are incorporated here by reference, for further facts regarding the
14 work and tasks Plaintiff and members of the putative classes performed, as well as methods
15 employed by CoreCivic to force or coerce work from detainees.

16 Moreover, CoreCivic omitted key information regarding the work program,
17 including the fact that detainee workers were afforded the protection of various labor laws
18 because detainee workers qualified as CoreCivic’s employees, or conversely CoreCivic’s
19 statements to detainees that they were not entitled to labor law protection was false.

20 Plaintiff’s experiences detailed above are consistent with experiences of other
21 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
22 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
23 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
24 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
25 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
26 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
27 hours of work, and working conditions. CoreCivic would also provide work-related
28 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor

1 by withholding necessities, protection, care, and services from those detainees who refuse
2 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
3 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
4 CoreCivic further punishes detainees who refuse to work, including through solitary
5 confinement / segregation, cutting off contact with family members, withholding medical
6 care, and being subjected to sexual or physical assault. These uniform policies and
7 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
8 putative classes to work or face withholding of necessities or punishment.

9 Plaintiff will not identify specific individuals who “may” be able to support
10 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
11 harassing. Plaintiff identifies generally the categories of individuals in response to
12 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
13 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
14 and (3) current or former staff or employees, all of whom were housed at or employed by
15 Plaintiff’s detention facility during the time of Plaintiff’s detention.

16 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
17 allegations because such a request is overbroad, unduly burdensome, and harassing.
18 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
19 possession and that have been or presumably will be produced periodically in this case,
20 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
21 or detainee or staff training materials related to the “volunteer work program”; any facility-
22 specific policies, procedures, contracts, literature, or detainee or staff training materials
23 related to the “volunteer work program”; facility-specific work schedules; detainee-
24 specific detention files; and internal emails, memoranda, or other correspondence related
25 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
26 of the conduct that forms the basis of Plaintiff’s allegations.

27 **INTERROGATORY NO. 13:**

28 State all facts on which you base your contention that “Plaintiffs and Class Members

1 were forced, coerced, and made to perform labor and services, including Forced Labor, for
2 CoreCivic . . .” by the means outlined in a—c of Paragraphs 42 and 56 of your Complaint,
3 and identify all witnesses and documents you may or will use to support that claim.

4 **RESPONSE TO INTERROGATORY NO. 13:**

5 Plaintiff incorporates each general objection set forth above as if fully set forth
6 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
7 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
8 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
9 request is premature because discovery is ongoing and identities of all potential or actual
10 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
11 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
12 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
13 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
14 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
15 discrete subpart ‘is the combining in a single interrogatory of a demand for information
16 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

17 Subject to these general and specific objections, Plaintiff responds as follows:

18 CoreCivic would force or coerce Plaintiff and members of the putative classes into
19 performing work via the means identified in Paragraph 40 of the Complaint—even when
20 they did not want to do so—by either overtly threatening or implying that Plaintiff would
21 be punished. For example, a detainee would be threatened with discipline for failure to
22 follow a direct order (as per CoreCivic’s policies and manuals), which could include
23 removal from his cell and relocation to another cell with higher security (including
24 segregation), a disciplinary note being placed in the detainee’s file (which the detainees
25 were told would affect their case before their judge), or having his cell tossed. Plaintiff
26 and putative class members were also forced by CoreCivic to clean parts of the facility that
27 were outside of their respective immediate personal living areas.

28 Moreover, if a detainee refused to clean his living pod, or a detainee refused to

1 participate in deep cleaning when demanded or otherwise refused to follow a direct order
2 to work, CoreCivic would punish all detainees in the pod for one detainee's refusal to work
3 or clean. Such punishment would come in the form of a lock down where all detainees
4 could not leave their immediate living quarters, or depriving all detainees in the living pod
5 of television, microwaves, or hot water in the common areas, among other things.
6 CoreCivic punished all detainees in a living pod as a means of instilling fear and animosity
7 for the detainee who refused to work, as well as creating the potential for threats from other
8 detainees or even physical altercations.

9 Plaintiff further refers CoreCivic to Plaintiff's responses to Interrogatories Nos. 2,
10 4, and 5 above, which are incorporated here by reference, for further facts regarding the
11 work and tasks Plaintiff and members of the putative classes performed, as well as methods
12 employed by CoreCivic to force or coerce work from detainees.

13 Based on personal experience, and observation of and interaction with other
14 detainees, Plaintiff believes that his experiences in being forced to work under threat or
15 implication of punishment, segregation, and/or deprivation is similar to other detainees.

16 Plaintiff's experiences detailed above are consistent with experiences of other
17 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
18 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
19 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
20 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
21 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
22 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
23 hours of work, and working conditions. CoreCivic would also provide work-related
24 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
25 by withholding necessities, protection, care, and services from those detainees who refuse
26 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
27 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
28 CoreCivic further punishes detainees who refuse to work, including through solitary

1 confinement / segregation, cutting off contact with family members, withholding medical
2 care, and being subjected to sexual or physical assault. These uniform policies and
3 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
4 putative classes to work or face withholding of necessities or punishment.

5 Plaintiff will not identify specific individuals who “may” be able to support
6 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
7 harassing. Plaintiff identifies generally the categories of individuals in response to
8 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
9 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
10 and (3) current or former staff or employees, all of whom were housed at or employed by
11 Plaintiff’s detention facility during the time of Plaintiff’s detention.

12 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
13 allegations because such a request is overbroad, unduly burdensome, and harassing.
14 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
15 possession and that have been or presumably will be produced periodically in this case,
16 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
17 or detainee or staff training materials related to the “volunteer work program”; any facility-
18 specific policies, procedures, contracts, literature, or detainee or staff training materials
19 related to the “volunteer work program”; facility-specific work schedules; detainee-
20 specific detention files; and internal emails, memoranda, or other correspondence related
21 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
22 of the conduct that forms the basis of Plaintiff’s allegations.

23 **INTERROGATORY NO. 14:**

24 State all facts on which you base your contention that CoreCivic was unjustly
25 enriched, “. . . materially and significantly reduced its labor costs and expenses, and
26 increased its profits, by unlawfully forcing and coercing Plaintiffs and the Class Members
27 to perform uncompensated Forced Labor and human trafficking,” or “. . . knowingly and
28 financially benefitted from participation in a venture, plan, scheme, pattern of conduct, and

1 practice . . .,” as alleged in Paragraph 57 of your Complaint, and identify all witnesses and
2 documents you may or will use to support that claim.

3 **RESPONSE TO INTERROGATORY NO. 14:**

4 Plaintiff incorporates each general objection set forth above as if fully set forth
5 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
6 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
7 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
8 request is premature because discovery is ongoing and identities of all potential or actual
9 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
10 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
11 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
12 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
13 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
14 discrete subpart ‘is the combining in a single interrogatory of a demand for information
15 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

16 Subject to these general and specific objections, Plaintiff responds as follows:

17 CoreCivic’s practices and policies allowed CoreCivic to “hire” detainee labor to
18 work in its detention facilities at a rate of about \$1.00 per day instead of paying a non-
19 detainee worker the relevant prevailing wage (which would have been equal to or greater
20 than minimum wage as required by applicable law). The unjust enrichment, significant
21 profit, and material benefit is evident. CoreCivic controlled the detainees’ living
22 conditions, working conditions, hours of work, types of work, and compensation for work,
23 in addition to making all determinations on any promotions, demotions, or terminations
24 from the “voluntary work program”—over which CoreCivic exercised exclusive policy
25 control and decision-making authority within each detention facility.

26 For any work part of the “volunteer work program” for which Plaintiff or members
27 of the putative classes received any compensation, such compensation was significantly
28 below the minimum hourly wage required under applicable law. CoreCivic knowingly

1 paid detainees less than the applicable minimum wage (to the extent it paid for work at all),
2 and did so to benefit CoreCivic’s bottom line. But for the significantly underpaid work
3 performed by detainees, CoreCivic would have to hire non-detainee employees paid at least
4 the applicable minimum wage.

5 To the extent Plaintiff or members of the putative classes worked overtime hours,
6 they were not compensated at the appropriate overtime hourly rate under applicable law.
7 CoreCivic knowingly paid detainees less than the applicable overtime wage, and did so to
8 benefit CoreCivic’s bottom line. But for the significantly underpaid work performed by
9 detainees, CoreCivic would have to hire non-detainee employees paid at least the
10 applicable overtime wage.

11 In addition, CoreCivic would force or coerce detainees to perform work without
12 compensation through explicit or implied threats of punishment. To exacerbate the threat,
13 if a detainee refused to clean his living pod, or a detainee refused to participate in deep
14 cleaning when demanded or otherwise refused to follow a direct order to work, CoreCivic
15 would punish all detainees in the pod for one detainee’s refusal to work or clean. Such
16 punishment would come in the form of a lock down where all detainees could not leave
17 their immediate living quarters, or depriving all detainees in the living pod of television,
18 microwaves, or hot water in the common areas, among other things. CoreCivic punished
19 all detainees in a living pod as a means of instilling fear and animosity for the detainee who
20 refused to work, as well as creating the potential for threats from other detainees or even
21 physical altercations. CoreCivic made these threats and forced detainees to work without
22 any pay knowingly and in violation of State law, Federal law, and CoreCivic’s own policies
23 regarding the “volunteer work program.”

24 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
25 4, and 5 above, which are incorporated here by reference, for further facts regarding the
26 work and tasks Plaintiff and members of the putative classes performed, as well as methods
27 employed by CoreCivic to force or coerce work from detainees.

28 CoreCivic’s knowing violations of State and Federal labor laws, in addition to

1 knowingly forcing detainees to work for no pay under threat of punishment, constitute a
2 material benefit to CoreCivic by allowing CoreCivic to avoid hiring non-detainee workers
3 and pay them minimum wage. Upon information and belief, and Plaintiff’s own
4 experiences in CoreCivic’s detention facilities, CoreCivic rarely, if ever, has non-detainee
5 personnel undertaking the same work tasks that are performed by detainees within the
6 facility.

7 Plaintiff’s experiences detailed above are consistent with experiences of other
8 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
9 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
10 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
11 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
12 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
13 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
14 hours of work, and working conditions. CoreCivic would also provide work-related
15 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
16 by withholding necessities, protection, care, and services from those detainees who refuse
17 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that
18 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
19 CoreCivic further punishes detainees who refuse to work, including through solitary
20 confinement / segregation, cutting off contact with family members, withholding medical
21 care, and being subjected to sexual or physical assault. These uniform policies and
22 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
23 putative classes to work or face withholding of necessities or punishment.

24 Plaintiff will not identify specific individuals who “may” be able to support
25 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
26 harassing. Plaintiff identifies generally the categories of individuals in response to
27 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
28 allegations—namely, (1) members of the putative classes, (2) current or former wardens,

1 and (3) current or former staff or employees, all of whom were housed at or employed by
2 Plaintiff's detention facility during the time of Plaintiff's detention.

3 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
4 allegations because such a request is overbroad, unduly burdensome, and harassing.
5 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
6 possession and that have been or presumably will be produced periodically in this case,
7 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
8 or detainee or staff training materials related to the "volunteer work program"; any facility-
9 specific policies, procedures, contracts, literature, or detainee or staff training materials
10 related to the "volunteer work program"; facility-specific work schedules; detainee-
11 specific detention files; and internal emails, memoranda, or other correspondence related
12 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
13 of the conduct that forms the basis of Plaintiff's allegations. Pursuant to Rule 33(d) of the
14 Federal Rules of Civil Procedure, Plaintiff further states that the answer to this
15 interrogatory may be determined by examining, auditing, compiling, abstracting, or
16 summarizing CoreCivic's own business records and/or electronically stored information,
17 that the burden of deriving or ascertaining the answer to this interrogatory is substantially
18 more burdensome for Plaintiff because the answer is to be found in CoreCivic's own
19 records, and that CoreCivic can review its own records (described above) to ascertain the
20 answer to this interrogatory, including but not limited to CoreCivic's financial records and
21 non-detainee payroll records during the class period.

22 **INTERROGATORY NO. 15:**

23 State all facts on which you base your contention that "Plaintiffs and Class Members
24 have worked in excess of five hours and at times ten hours a day without being provided
25 at least half hour meal periods in which they were relieved of their duties . . .," as alleged
26 in Paragraph 82 of your Complaint, and identify all witnesses and documents you may or
27 will use to support that claim.

28 ///

1 **RESPONSE TO INTERROGATORY NO. 15:**

2 Plaintiff incorporates each general objection set forth above as if fully set forth
3 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
4 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
5 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
6 request is premature because discovery is ongoing and identities of all potential or actual
7 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
8 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
9 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
10 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
11 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
12 discrete subpart ‘is the combining in a single interrogatory of a demand for information
13 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

14 Subject to these general and specific objections, Plaintiff responds as follows:

15 Plaintiffs and members of the putative class have at times worked in excess of five
16 hours per day and at times even in excess of ten hours per day without being provided rest
17 breaks of meal periods during which they were relieved of their duties. CoreCivic
18 controlled the detainees’ living conditions, working conditions, hours of work, types of
19 work, and compensation for work, in addition to making all determinations on any
20 promotions, demotions, or terminations from the “voluntary work program”—over which
21 CoreCivic exercised exclusive policy control and decision-making authority within each
22 detention facility. CoreCivic failed to provide appropriate rest and meal breaks as required
23 under applicable law.

24 Plaintiff or members of the putative classes performed work “until the job was
25 done,” which meant that detainees worked for unknown and unspecified periods of time,
26 which also meant that detainee could and would work longer hours in excess of 8 hours
27 per day, and even work up to 12 hours a day or more, depending on the number of tasks
28 the detainee had to complete. As noted above, detainees may be forced or coerced to

1 perform work on their days off (in excess of five days of work) without any pay at all.

2 Plaintiff bases these allegations and contentions on the fact that Plaintiff himself
3 either performed work for more than five or ten hours per day without meal or rest breaks
4 while he was detained at CoreCivic’s facilities, personally observed other detainees
5 performing work for more than five or ten hours per day without meal or rest breaks, or
6 learned about other detainees performing work for more than five or ten hours per day
7 without meal or rest breaks.

8 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
9 4, and 5 above, which are incorporated here by reference, for further facts regarding the
10 work and tasks Plaintiff and members of the putative classes performed, as well as methods
11 employed by CoreCivic to force or coerce work from detainees.

12 Plaintiff’s experiences detailed above are consistent with experiences of other
13 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
14 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
15 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
16 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
17 detainees on a daily basis to work to maintain and operate CoreCivic’s detention facilities.
18 CoreCivic assigns work schedules, provides training, and controls the detainees’ wages,
19 hours of work, and working conditions. CoreCivic would also provide work-related
20 supplies and uniforms to detainees. CoreCivic would set work schedules for detainees such
21 that they would work more than five hours per day.

22 Plaintiff will not identify specific individuals who “may” be able to support
23 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
24 harassing. Plaintiff identifies generally the categories of individuals in response to
25 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
26 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
27 and (3) current or former staff or employees, all of whom were housed at or employed by
28 Plaintiff’s detention facility during the time of Plaintiff’s detention.

1 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
2 allegations because such a request is overbroad, unduly burdensome, and harassing.
3 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
4 possession and that have been or presumably will be produced periodically in this case,
5 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
6 or detainee or staff training materials related to the “volunteer work program”; any facility-
7 specific policies, procedures, contracts, literature, or detainee or staff training materials
8 related to the “volunteer work program”; facility-specific work schedules; detainee-
9 specific detention files; and internal emails, memoranda, or other correspondence related
10 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
11 of the conduct that forms the basis of Plaintiff’s allegations.

12 **INTERROGATORY NO. 16:**

13 State all facts on which you base your contention that “Plaintiffs and Class Members
14 have regularly worked without any rest periods . . .,” as alleged in Paragraph 85 of your
15 Complaint, and identify all witnesses and documents you may or will use to support that
16 claim.

17 **RESPONSE TO INTERROGATORY NO. 16:**

18 Plaintiff incorporates each general objection set forth above as if fully set forth
19 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
20 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
21 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
22 request is premature because discovery is ongoing and identities of all potential or actual
23 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
24 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
25 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
26 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
27 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
28 discrete subpart ‘is the combining in a single interrogatory of a demand for information

1 and a demand for the documents that pertain to that event.” (internal citation omitted).)

2 Subject to these general and specific objections, Plaintiff responds as follows:

3 Plaintiffs and members of the putative class have at times worked in excess of five
4 hours per day and at times even in excess of ten hours per day without being provided rest
5 breaks of meal periods during which they were relieved of their duties. CoreCivic
6 controlled the detainees’ living conditions, working conditions, hours of work, types of
7 work, and compensation for work, in addition to making all determinations on any
8 promotions, demotions, or terminations from the “voluntary work program”—over which
9 CoreCivic exercised exclusive policy control and decision-making authority within each
10 detention facility. CoreCivic failed to provide appropriate rest and meal breaks as required
11 under applicable law.

12 Plaintiff or members of the putative classes performed work “until the job was
13 done,” which meant that detainees worked for unknown and unspecified periods of time,
14 which also meant that detainee could and would work longer hours in excess of 8 hours
15 per day, and even work up to 12 hours a day or more, depending on the number of tasks
16 the detainee had to complete. Despite these potentially long work days, detainees
17 (including Plaintiff) were not afforded standard rest and meal breaks as required by
18 applicable law.

19 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
20 4, and 5 above, which are incorporated here by reference, for further facts regarding the
21 work and tasks Plaintiff and members of the putative classes performed, as well as methods
22 employed by CoreCivic to force or coerce work from detainees.

23 Plaintiff bases these allegations and contentions on the fact that Plaintiff himself
24 either performed work for more than five or ten hours per day without meal or rest breaks
25 while he was detained at CoreCivic’s facilities, personally observed other detainees
26 performing work for more than five or ten hours per day without meal or rest breaks, or
27 learned about other detainees performing work for more than five or ten hours per day
28 without meal or rest breaks.

1 Plaintiff will not identify specific individuals who “may” be able to support
2 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
3 harassing. Plaintiff identifies generally the categories of individuals in response to
4 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
5 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
6 and (3) current or former staff or employees, all of whom were housed at or employed by
7 Plaintiff’s detention facility during the time of Plaintiff’s detention.

8 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
9 allegations because such a request is overbroad, unduly burdensome, and harassing.
10 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
11 possession and that have been or presumably will be produced periodically in this case,
12 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
13 or detainee or staff training materials related to the “volunteer work program”; any facility-
14 specific policies, procedures, contracts, literature, or detainee or staff training materials
15 related to the “volunteer work program”; facility-specific work schedules; detainee-
16 specific detention files; and internal emails, memoranda, or other correspondence related
17 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
18 of the conduct that forms the basis of Plaintiff’s allegations.

19 **INTERROGATORY NO. 17:**

20 State all facts on which you base your contention that “CoreCivic willfully failed to
21 pay Plaintiffs and Class Members who are no longer employed by CoreCivic compensation
22 due upon termination . . .,” as alleged in Paragraph 96 of your Complaint, and identify all
23 witnesses and documents you may or will use to support that claim.

24 **RESPONSE TO INTERROGATORY NO. 17:**

25 Plaintiff incorporates each general objection set forth above as if fully set forth
26 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
27 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
28 “may” use to support the allegations in the Complaint. Plaintiff further objects that the

1 request is premature because discovery is ongoing and identities of all potential or actual
2 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
3 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
4 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
5 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
6 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
7 discrete subpart ‘is the combining in a single interrogatory of a demand for information
8 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

9 Subject to these general and specific objections, Plaintiff responds as follows:

10 Plaintiffs and members of the putative classes were considered “employees” of
11 CoreCivic under applicable law because CoreCivic controlled the hours, wages, and
12 working conditions of the detainees’ work, and further suffered detainees to work for
13 CoreCivic. As a result, Plaintiffs and members of the putative classes were entitled to
14 minimum wage and overtime wage for work they performed consistent with applicable
15 law. Upon discharge from CoreCivic’s detention facility, and therefore upon termination
16 of their employment with CoreCivic, CoreCivic had a legal obligation to pay Plaintiffs and
17 the members of the putative classes all wages due and owing as of the time of termination,
18 and had an obligation to do so within a certain time period after termination. CoreCivic
19 failed to pay Plaintiffs and members of the putative classes minimum wage or overtime
20 wage consistent with applicable law as “employees” of CoreCivic, and further failed to pay
21 all outstanding wages due and owing upon termination.

22 Plaintiff further refers CoreCivic to Plaintiff’s responses to Interrogatories Nos. 2,
23 4, and 5 above, which are incorporated here by reference, for further facts regarding the
24 work and tasks Plaintiff and members of the putative classes performed, as well as methods
25 employed by CoreCivic to force or coerce work from detainees.

26 Plaintiff will not identify specific individuals who “may” be able to support
27 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
28 harassing. Plaintiff identifies generally the categories of individuals in response to

1 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
2 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
3 and (3) current or former staff or employees, all of whom were housed at or employed by
4 Plaintiff’s detention facility during the time of Plaintiff’s detention.

5 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
6 allegations because such a request is overbroad, unduly burdensome, and harassing.
7 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
8 possession and that have been or presumably will be produced periodically in this case,
9 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
10 or detainee or staff training materials related to the “volunteer work program”; any facility-
11 specific policies, procedures, contracts, literature, or detainee or staff training materials
12 related to the “volunteer work program”; facility-specific work schedules; detainee-
13 specific detention files; and internal emails, memoranda, or other correspondence related
14 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
15 of the conduct that forms the basis of Plaintiff’s allegations.

16 **INTERROGATORY NO. 18:**

17 State all facts on which you base your contention that CoreCivic requires “. . .
18 Plaintiffs and Class Members sign a written agreement which includes numerous terms that
19 are prohibited by law . . .” and “. . . violate several provisions of California law and public
20 policy,” as alleged in Paragraphs 99 and 100 of your Complaint, including an explanation
21 as to which terms you allege CoreCivic requires detainees to agree to that you claim are
22 prohibited by law and/or public policy, and identify all witnesses and documents you may
23 or will use to support that claim.

24 **RESPONSE TO INTERROGATORY NO. 18:**

25 Plaintiff incorporates each general objection set forth above as if fully set forth
26 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
27 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
28 “may” use to support the allegations in the Complaint. Plaintiff further objects that the

1 request is premature because discovery is ongoing and identities of all potential or actual
2 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
3 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
4 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
5 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
6 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
7 discrete subpart ‘is the combining in a single interrogatory of a demand for information
8 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

9 Subject to these general and specific objections, Plaintiff responds as follows:

10 Upon admission to a detention facility through the intake process, detainees are
11 required to review, acknowledge, and sign forms that acknowledge the detainee’s duty to
12 report safety issues in working environments and performed work tasks assigned to the
13 detainee. In addition, prior to performing work as part of the “volunteer work program,”
14 detainees were required to sign forms that outline the specific terms of their employment
15 with CoreCivic, including but not limited to the fact that the detainee will be paid
16 approximately \$1.00 per day of work and that the detainee can be promoted, demoted, or
17 terminated from employment for disciplinary infractions (among other reasons).

18 In reality, these forms are not explained to detainees, and detainees do not have time
19 to read them. In many instances, the detainee signing the form would not speak English
20 and the CoreCivic staff member presenting the forms to the detainee to sign would not
21 speak the detainee’s native language. As a result, the detainee would not be aware of what,
22 if anything, he was signing.

23 Among other things, CoreCivic’s employment agreements violate California law
24 because they require the detainee to accept \$1.00 per day of work in violation of California
25 minimum wage and overtime law. Moreover, requiring detainee workers to sign an
26 agreement that they are participating in a “volunteer” work program violates California law
27 and public policy because the agreement misrepresents the nature of the work relationship.
28 This also violates California public policy because the protections for workers found in the

1 Labor Code cannot be waived by employees. Furthermore, CoreCivic policies that impose
2 punishment or segregation for insubordination or refusal to work further violate California
3 and Federal labor and trafficking laws.

4 Plaintiff's experiences detailed above are consistent with experiences of other
5 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
6 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
7 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
8 their complaint, CoreCivic requires detainees to sign waivers of worker's compensation
9 rights and does not provide adequate compensation or time off when a detainee is injured
10 on the job. Waiver of these rights violates California law and public policy.

11 Plaintiff will not identify specific individuals who "may" be able to support
12 Plaintiff's allegations because such a request is overbroad, unduly burdensome, and
13 harassing. Plaintiff identifies generally the categories of individuals in response to
14 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff's
15 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
16 and (3) current or former staff or employees, all of whom were housed at or employed by
17 Plaintiff's detention facility during the time of Plaintiff's detention.

18 Plaintiff will not identify specific documents that "may" be able to support Plaintiff's
19 allegations because such a request is overbroad, unduly burdensome, and harassing.
20 Plaintiff identifies generally documents that are almost exclusively within CoreCivic's
21 possession and that have been or presumably will be produced periodically in this case,
22 including but not limited to CoreCivic's general policies, procedures, contracts, literature,
23 or detainee or staff training materials related to the "volunteer work program"; any facility-
24 specific policies, procedures, contracts, literature, or detainee or staff training materials
25 related to the "volunteer work program"; facility-specific work schedules; detainee-
26 specific detention files; and internal emails, memoranda, or other correspondence related
27 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
28 of the conduct that forms the basis of Plaintiff's allegations.

1 **INTERROGATORY NO. 19:**

2 State all facts on which you base your contention that CoreCivic breached its duty
3 to exercise reasonable care by doing, or failing to do, the items listed in a-d of Paragraph
4 114 of your Complaint, and identify all witnesses and documents you may or will use to
5 support that claim.

6 **RESPONSE TO INTERROGATORY NO. 19:**

7 Plaintiff incorporates each general objection set forth above as if fully set forth
8 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
9 harassing by requiring Plaintiff to identify “all witnesses and documents” that Plaintiff
10 “may” use to support the allegations in the Complaint. Plaintiff further objects that the
11 request is premature because discovery is ongoing and identities of all potential or actual
12 witnesses, as well as the existence of documents in CoreCivic’s possession, is not yet
13 known. *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7
14 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the request is compound and
15 therefore qualifies as multiple and discrete interrogatories. *See Superior Communications*
16 *v. Earhugger, Inc.*, 257 F.R.D. 215, 217 (C.D. Cal. 2009) (“An ‘obvious example’ of a
17 discrete subpart ‘is the combining in a single interrogatory of a demand for information
18 and a demand for the documents that pertain to that event.’” (internal citation omitted).)

19 Subject to these general and specific objections, Plaintiff responds as follows:

20 CoreCivic breached its duty to exercise care and prevent the illegal conduct alleged
21 in the Complaint. CoreCivic controlled the detainees’ living conditions, working
22 conditions, hours of work, types of work, and compensation for work, in addition to making
23 all determinations on any promotions, demotions, or terminations from the “voluntary work
24 program”—over which CoreCivic exercised exclusive policy control and decision-making
25 authority within each detention facility. Plaintiff further refers CoreCivic to Plaintiff’s
26 responses to Interrogatories Nos. 2, 4, and 5 above, which are incorporated here by
27 reference, for further facts regarding the work and tasks Plaintiff and members of the
28 putative classes performed, as well as methods employed by CoreCivic to force or coerce

1 work from detainees.

2 For any work part of the “volunteer work program” for which Plaintiff or members
3 of the putative classes received any compensation, such compensation was significantly
4 below the minimum hourly wage required under applicable law. CoreCivic knowingly
5 paid detainees less than the applicable minimum wage, and did so to benefit CoreCivic’s
6 bottom line. But for the significantly underpaid work performed by detainees, CoreCivic
7 would have to hire non-detainee employees paid at least the applicable minimum wage.
8 CoreCivic acted with neglect and breached its duty to ensure the detainees were given the
9 proper protections afforded under applicable law regarding labor conditions and anti-
10 trafficking provisions.

11 To the extent Plaintiff or members of the putative classes worked overtime hours,
12 they were not compensated at the appropriate overtime hourly rate under applicable law.
13 CoreCivic knowingly paid detainees less than the applicable overtime wage, and did so to
14 benefit CoreCivic’s bottom line. But for the significantly underpaid work performed by
15 detainees, CoreCivic would have to hire non-detainee employees paid at least the
16 applicable overtime wage. CoreCivic acted with neglect and breached its duty to ensure
17 the detainees were given the proper protections afforded under applicable law regarding
18 labor conditions and anti-trafficking provisions.

19 Moreover, CoreCivic failed to provide appropriate rest and meal breaks as required
20 under applicable law, and failed to comply with applicable law regarding employee record
21 keeping (such as providing accurate and timely wages statements). CoreCivic knowingly
22 deprived detainees of rest and meal breaks, and also knowingly failed to keep accurate
23 employment records to reflect what work detainees performed and for how long.
24 CoreCivic acted with neglect and breached its duty to ensure the detainees were given the
25 proper protections afforded under applicable law regarding labor conditions and anti-
26 trafficking provisions.

27 In addition, CoreCivic would force or coerce detainees to perform work without
28 compensation through explicit or implied threats of punishment. To exacerbate the threat,

1 if a detainee refused to clean his living pod, or a detainee refused to participate in deep
2 cleaning when demanded or otherwise refused to follow a direct order to work, CoreCivic
3 would punish all detainees in the pod for one detainee's refusal to work or clean. Such
4 punishment would come in the form of a lock down where all detainees could not leave
5 their immediate living quarters, or depriving all detainees in the living pod of television,
6 microwaves, or hot water in the common areas, among other things. CoreCivic punished
7 all detainees in a living pod as a means of instilling fear and animosity for the detainee who
8 refused to work, as well as creating the potential for threats from other detainees or even
9 physical altercations. CoreCivic made these threats and forced detainees to work without
10 any pay knowingly and in violation of State law, Federal law, and CoreCivic's own policies
11 regarding the "volunteer work program." CoreCivic acted with neglect and breached its
12 duty to ensure the detainees were given the proper protections afforded under applicable
13 law regarding labor conditions and anti-trafficking provisions.

14 CoreCivic had a general duty to comply with all applicable laws, and CoreCivic
15 breached that duty, as detailed above. This breach caused injury to Plaintiff and members
16 of the putative classes, as detailed above. CoreCivic's failure to comply with applicable
17 law is negligent and/or constitutes negligence per se.

18 Plaintiff's experiences detailed above are consistent with experiences of other
19 detainees, such as Carlos Gonzalez, Juan Jose Merino-Rodas, Maribel Gutierrez-Canchola,
20 Gladys Carrera-Duarte, and Jennye Pagoada-Lopez, all named plaintiffs in *Gonzalez, et al.*
21 *v. CoreCivic, Inc.*, Case No. 17-cv-2573 (S.D. Cal., filed Dec. 27, 2017). As alleged in
22 their complaint, CoreCivic pays detainees between \$1.00 and \$1.50—or nothing at all—to
23 detainees on a daily basis to work to maintain and operate CoreCivic's detention facilities.
24 CoreCivic assigns work schedules, provides training, and controls the detainees' wages,
25 hours of work, and working conditions. CoreCivic would also provide work-related
26 supplies and uniforms to detainees. Moreover, CoreCivic exploits and coerces such labor
27 by withholding necessities, protection, care, and services from those detainees who refuse
28 to perform work. Detainees must work to get paid their paltry \$1.00 - \$1.50 per day so that

1 they can purchase necessities from CoreCivic that CoreCivic should already be providing.
2 CoreCivic further punishes detainees who refuse to work, including through solitary
3 confinement / segregation, cutting off contact with family members, withholding medical
4 care, and being subjected to sexual or physical assault. These uniform policies and
5 practices at CoreCivic’s facilities effectively force and coerce Plaintiff and members of the
6 putative classes to work or face withholding of necessities or punishment.

7 Plaintiff will not identify specific individuals who “may” be able to support
8 Plaintiff’s allegations because such a request is overbroad, unduly burdensome, and
9 harassing. Plaintiff identifies generally the categories of individuals in response to
10 Interrogatory No. 1 as individuals who may be witnesses to the facts supporting Plaintiff’s
11 allegations—namely, (1) members of the putative classes, (2) current or former wardens,
12 and (3) current or former staff or employees, all of whom were housed at or employed by
13 Plaintiff’s detention facility during the time of Plaintiff’s detention.

14 Plaintiff will not identify specific documents that “may” be able to support Plaintiff’s
15 allegations because such a request is overbroad, unduly burdensome, and harassing.
16 Plaintiff identifies generally documents that are almost exclusively within CoreCivic’s
17 possession and that have been or presumably will be produced periodically in this case,
18 including but not limited to CoreCivic’s general policies, procedures, contracts, literature,
19 or detainee or staff training materials related to the “volunteer work program”; any facility-
20 specific policies, procedures, contracts, literature, or detainee or staff training materials
21 related to the “volunteer work program”; facility-specific work schedules; detainee-
22 specific detention files; and internal emails, memoranda, or other correspondence related
23 to the policies, procedures, and practices that relate to, approve of, ratify, or encourage any
24 of the conduct that forms the basis of Plaintiff’s allegations.

25 **INTERROGATORY NO. 20:**

26 Identify each person Plaintiffs intend to use as an expert witness in this matter,
27 whether at trial, for purposes of class certification, or otherwise.

28 ///

1 **RESPONSE TO INTERROGATORY NO. 20:**

2 Plaintiff incorporates each general objection set forth above as if fully set forth
3 herein. Plaintiff further objects that the request is premature because discovery is ongoing.
4 *See also American GNC Corp. v. LG Elecs. U.S.A., Inc.*, 2017 WL 6507757 at *7 (S.D.
5 Cal. Dec. 18, 2017). Plaintiff further objects that the request seeks premature disclosure of
6 expert witnesses.

7 **INTERROGATORY NO. 21:**

8 Identify each person whose testimony Plaintiffs may or will use for purposes
9 of impeachment in this matter, whether at trial or any hearing or deposition in this matter,
10 for purposes of class certification, or otherwise, and state in detail the substance of each
11 such person’s anticipated testimony.

12 **RESPONSE TO INTERROGATORY NO. 21:**

13 Plaintiff incorporates each general objection set forth above as if fully set forth
14 herein. Plaintiff further objects that the request is overbroad, unduly burdensome, and
15 harassing by requiring Plaintiff to identify any person who “may” present testimony for
16 impeachment. Plaintiff further objects that the request is premature because discovery is
17 ongoing and identities of all potential or actual witnesses is not yet known (nor is the
18 substance of their potential testimony). *See also American GNC Corp. v. LG Elecs. U.S.A.,*
19 *Inc.*, 2017 WL 6507757 at *7 (S.D. Cal. Dec. 18, 2017). Plaintiff further objects that the
20 request is compound and therefore qualifies as multiple and discrete interrogatories.
21 Plaintiff further objects that the request seeks disclosure of individuals whose testimony
22 may be solely used for impeachment, which is premature because impeachment testimony
23 is related only to undermine testimony or evidence already admitted by the Court. Plaintiff
24 further objects that the request seeks information that is not admissible and is not likely to
25 lead to admissible evidence because impeachment evidence only goes to the credibility of
26 a particular witness, not to the merits of a case.


27 ///

28 [signature block on following page]

1 [signature block to Gomez's Responses to CoreCivic's Interrogatories]

2
3 DATED: February 25, 2019

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Attorneys for Plaintiffs SLYVESTER OWINO,
JONATHAN GOMEZ, and the Proposed Class(es)

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

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

Case No. 3:17-CV-01112-JLS-NLS3:17-
CV-01112-JLS-NLS

Plaintiffs,

CLASS ACTION

vs.

18 CORECIVIC, INC.,

**VERIFICATION OF PLAINTIFF
JONATHAN GOMEZ TO
OBJECTIONS AND RESPONSES TO
DEFENDANT CORECIVIC, INC.'S
INTERROGATORIES (SET ONE)**

Defendant.

21 CORECIVIC, INC.,

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

Counter-Claimant,

vs.

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

Counter-Defendants.

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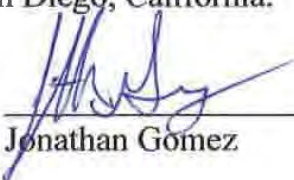
VERIFICATION

I, Jonathan Gomez, declare as follows:

I am a Plaintiff in the above-entitled action. I have read the foregoing **PLAINTIFF JONATHAN GOMEZ'S OBJECTIONS AND RESPONSES TO DEFENDANT CORECIVIC, INC.'S INTERROGATORIES (SET ONE)**, and I know the contents thereof. My answers to those requests are true to the best of my knowledge, information, and belief.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 24, 2019, in San Diego, California.

By: 
Jonathan Gomez

PROOF OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to this action; my current business address is 3579 Valley Centre Dr., Suite 300; San Diego, CA 92130.

On February 25, 2019, I served the foregoing document(s) described as:

PLAINTIFF JONATHAN GOMEZ'S OBJECTIONS AND RESPONSES TO DEFENDANT CORECIVIC, INC.'S INTERROGATORIES (SET ONE)

VERIFICATION OF PLAINTIFF JONATHAN GOMEZ

on the interested parties in this action as follows:

Daniel P. Struck
Rachel Love
Nicholas D. Acedo
Ashlee B. Hesman
Jacob B. Lee

Ethan H. Nelson
LAW OFFICE OF ETHAN H. NELSON
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Irvine, California 92614

STRUCK LOVE BOJANOWSKI & ACEDO, PLC

3100 West Ray Road, Suite 300
Chandler, Arizona 85226

Attorney for Defendant CoreCivic, Inc.

Attorneys for Defendant CoreCivic, Inc.

X BY MAIL

— I placed the envelope(s) with postage thereon fully prepaid in the United States mail, at San Francisco, California.

X I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service; the firm deposits the collected correspondence with the United States Postal Service that same day, in the ordinary course of business, with postage thereon fully prepaid, at San Francisco, California. I placed the envelope(s) for collection and mailing on the above date following ordinary business practices.

X Executed on February 25, 2019, at San Diego, California.

X I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Raechelle Hurst

1 STRUCK LOVE BOJANOWSKI & ACEDO, PLC
 Daniel P. Struck, AZ Bar #012377
 2 (*admitted pro hac vice*)
 Rachel Love, AZ Bar #019881
 3 (*admitted pro hac vice*)
 Nicholas D. Acedo, AZ Bar #021644
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15 Attorneys for Defendant/Counter-Claimant
 16 CoreCivic, Inc.

17 **UNITED STATES DISTRICT COURT**
 18 **SOUTHERN DISTRICT OF CALIFORNIA**

19 Sylvester Owino and Jonathan
 20 Gomez, on behalf of themselves,
 and all others similarly situated,

21 Plaintiffs,

22 v.

23 CoreCivic, Inc., a Maryland
 24 corporation,

25 Defendant.

NO. 3:17-cv-01112-JLS-NLS

CERTIFICATE OF SERVICE

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1 CoreCivic, Inc., a Maryland
 2 corporation,
 3
 4 Counter-Claimant,
 5
 6 v.
 7
 8 Sylvester Owino and Jonathan
 9 Gomez, on behalf of themselves,
 10 and all others similarly situated,
 11
 12 Counter-
 13 Defendants.

14 I am a citizen of the United States and am over the age of eighteen years, and
 15 not a party to the within action. My business address is Struck Love Bojanowski &
 16 Acedo, PLC, 3100 West Ray Road, Suite 300, Chandler, AZ 85226. On April 15,
 17 2020, I served the following document(s):

18
 19 **DECLARATION OF NICHOLAS D. ACEDO and this**
 20 **CERTIFICATE OF SERVICE**

21 **BY MAIL:** by placing the document(s) listed above in a sealed
 22 envelope with postage thereon fully prepaid, in the United States Mail at
 23 Phoenix, Arizona addressed as set forth below.

24 **BY ELECTRONIC SUBMISSION:** per Court Order, submitted
 25 electronically by CM/ECF to be posted to the website and notice given to all
 26 parties that the document(s) has been served.

27
 28 LAW OFFICE OF ROBERT L. TEEL
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Attorneys for Plaintiffs and the Proposed Class

I declare that I am employed in the office of a member who is admitted pro hac vice in this Court at whose direction the service was made. I declare under penalty of perjury that the forgoing is true and correct.

Executed on April 15, 2020, at Chandler, Arizona.

s/ Nicholas D. Acedo