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 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 Plaintiffs,

22 v.

23 CoreCivic, Inc., a Maryland
 24 corporation,

25 Defendant.

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

**DEFENDANT’S OBJECTIONS TO
 PLAINTIFFS’ REVISED
 PROPOSED CLASS NOTICES AND
 CLASS PLAN**

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

1 CoreCivic, Inc., a Maryland
2 corporation,
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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 Pursuant to the Court’s Order Regarding Class Notice and Setting Further
15 Status Conference (ECF No. 193), Defendant/Counter-Claimant CoreCivic, Inc.
16 submits the following objections to Plaintiffs’ revised proposed Class Notices and
17 Class Plan. In addition, attached to this transmission are proposed tracked changes
18 to Plaintiffs’ Revised Long Form Notice (Attachment A) and Short Form Summary
19 Notice (Attachment B).

20 **General Objections to Class Notices**

21 **1.** Plaintiffs’ Notices define the classes beyond what the Court certified.
22 Plaintiffs define the National and Forced Labor Classes to include detainees who
23 were forced “to clean areas of the facility outside of their personal living area,”
24 which includes, for example, “recreational areas, ... the cafeteria, offices, and the
25 kitchen, regardless of whether detainees were paid for their work.” CoreCivic
26 maintains, however, that the Forced Labor Classes are limited to detainees who
27 were not participating in the Voluntary Work Program (“VWP”) and forced to
28 clean only common living areas. (Dkt. 190 at 9–10.) Plaintiffs also extend the
California Forced Labor Class back to January 1, 2006, but CoreCivic maintains
that the class period begins on May 31, 2010. (*Id.* at 8–9.) These disagreements
will hopefully be resolved in the Court’s ruling on CoreCivic’s pending Motion for
Reconsideration.

2. Plaintiffs’ Notices fail to inform that there are three distinct Classes:
National Forced Labor Class; California Forced Labor Class; California Labor Law

1 Class. (Dkt. 179 at 59.) Instead, they inform that there is a single “Class.” (*See*,
2 *e.g.*, Questions 3 & 6, Long Form Notice.)

3 **3.** Plaintiffs’ Notices fail to inform that CoreCivic has two
4 Counterclaims. (Dkt. 70 at 28–36.) Rule 23(c)(2)(B)(iii) requires that a notice
5 “clearly and concisely state” any “class claims, issues, or defenses.” CoreCivic’s
6 Counterclaims include an offset against any monetary judgment California Labor
7 Law Class Members may obtain, as well as a declaration that (1) no employment
8 relationship exists between CoreCivic and immigration detainees at CoreCivic’s
9 California facilities who participate in the Voluntary Work Program, (2) such
10 detainees are not employees of CoreCivic, and CoreCivic is not their employer, and
11 (3) California’s labor laws therefore do not apply to such detainees. Failure to
12 inform class members about the Counterclaims is misleading, and prevents class
13 members from making informed decisions as to whether to remain in the class or
14 seek exclusion from it.

15 **4.** Plaintiffs’ Notices repeatedly inform Class Members that they will not
16 be subjected to retaliation for participating. Those references improperly suggest
17 that CoreCivic would otherwise retaliate, which is simply not true.

18 **5.** Plaintiffs’ Notices make repeated references to the possibility of
19 settlement. Those references are misleading and improperly coerce Class Members
20 to not opt-out of the Class by planting speculative hope that there will be a
21 settlement award.

22 **6.** Plaintiffs’ Notices fail to inform Class Members that there are
23 currently three other pending class action lawsuits that may impact their rights. *See*
24 *M. Gonzalez v. CoreCivic, Inc.*, 18-cv-00169 (W.D. Tex.); *Barrientos v. CoreCivic,*
25 *Inc.*, 18-cv-00070–CDL (M.D. Ga.); *C. Gonzalez v. CoreCivic, Inc.*, 17-cv-02573-
26 AJB-NLS (S.D. Cal.).

27 **7.** Plaintiffs’ Short Form Summary Notice is too cursory and does not
28 provide all of the information required by Rule 23(c)(2)(B). *See, e.g.*,

1 <https://www.fjc.gov/sites/default/files/2016/ClaAct12.pdf>. It also improperly
2 informs Class Members to simply visit a website for more information. *See, e.g.,*
3 <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

4 **8.** Plaintiffs do not provide versions of the either Form in Spanish or any
5 other language.

6 **Specific Objections – Long Form Class Notice**

7 Summary Page

8 As discussed in the General Objections, the Summary Page impermissibly
9 broadens the scope of the Forced Labor Class claims, as well as the class period for
10 the California Forced Labor Class. It also defines inclusion in the Class based on
11 the date of detention alone without reference to the purported common allegation
12 certified by the Court. References to “retaliate” and “settlement” are prejudicial
13 and coercive, respectively, and Class Member information is not “confidential.”
14 Class Members may be subject to discovery and examination. These references
15 should be removed.

16 Index

17 Question 10 (“Do I need a lawyer?”) should follow Question 12 because
18 whether a Class Member needs a lawyer is more relevant after informing what
19 happens if they are a Class Member. CoreCivic’s proposed revisions to Questions
20 10, 12, and 13 present the questions more clearly and concisely. Question 15
21 should be removed because references to “retaliate” are prejudicial.

22 Question 1

23 References to “confidential” and “retaliate” are inaccurate and prejudicial,
24 respectively, and should be removed. Informing about participation options are
25 discussed separately and should not be included in this Question.

26 Question 2

27 As discussed in the General Objections, Plaintiffs’ proposed answer
28 impermissibly broadens the scope of the Forced Labor Class claims. The answer

1 also fails to inform Class Members about CoreCivic’s Counterclaim. CoreCivic’s
2 proposed revision adequately informs Class Members of that claim.

3 Question 5

4 CoreCivic’s proposed revisions fully and accurately informs of the scope of
5 the Forced Labor Class claims, CoreCivic’s defense to the Forced Labor Class’s
6 claims, and CoreCivic’s Counterclaim.

7 Question 6

8 The answer should reference CoreCivic’s Counterclaim, as CoreCivic
9 proposes.

10 Question 8

11 As discussed in the General Objections, Plaintiffs’ proposed answer
12 impermissibly broadens the scope of the Forced Labor Class claims, as well as the
13 class period for the California Forced Labor Class.

14 Question 9

15 As discussed in the General Objections, Plaintiffs’ proposed answer
16 impermissibly broadens the scope of the Forced Labor Class claims. Plaintiffs’
17 proposed answer also does not accurately inform who is not included in the lawsuit.
18 For example, it informs that a detainee is not eligible for Class membership if they
19 were not forced to clean *and* not a participant in the VWP. CoreCivic’s proposed
20 revisions accurately inform that detainees who were not detained within the class
21 periods are not Class Members; detainees who were not forced to clean are not
22 Class Members; and detainees who did not participate in the VWP are not Class
23 Members.

24 Question 12

25 CoreCivic’s proposed revision informs about CoreCivic’s Counterclaim; and
26 that they lose their right to bring their own suit. Plaintiffs’ reference to “retaliate” is
27 prejudicial and should be removed.
28

1 Question 13

2 Acceptance of Exclusion Request Forms should be based on the date the
3 Form was submitted or postmarked, not received, and should be measured from the
4 date the Notice was postmarked, not a specific date. As discussed below,
5 Defendants propose 120 days.

6 Question 14

7 The reference to a possible “settlement” is speculative and should be
8 removed.

9 Question 15

10 This Question and answer, which involves and refers to retaliation, is
11 suggestive and prejudicial, and should be removed.

12 Exclusion Request Form

13 The opt-out period should be 120 days, not 60 days. Class Members are
14 located all over the world and additional time is needed for international processing.
15 Informing Class Members that, if they elect to opt-out of the Class, they will not
16 “be represented by class counsel” is coercive and should be removed.

17 **Specific Objections – Short Form Summary Notice**

18 The flaws in Plaintiffs’ Summary Notice largely reflect the flaws in their
19 Long Form Notice, including impermissibly broadening the scope of their Forced
20 Labor Class claims and the class period for the California Forced Labor Class.
21 CoreCivic’s proposed revisions are consistent with its proposed revisions to the
22 Long Form Notice.

23 **Objections to Notice Plan**

24 Plaintiffs’ Notice Plan is woefully deficient because Plaintiffs have not
25 provided any of the non-form notices that they seek to distribute. Although they
26 state their intent to publish non-form notice through various means—such as
27 television, radio, social media, online advertising, and a website—they do not
28 provide the content of those proposed notices. This effectively deprives the Court

1 and Defendant the opportunity to determine whether the Notice Plan is adequate
2 under Rule 23(c)(2)(B), unduly prejudicial to Defendant, or worth the expense.

- 3 • **Television:** Plaintiffs' Network Broadcast Television Notice plan (¶ 24)
4 states that it will run "60-second commercials that will air on" certain
5 Spanish language channels. Plaintiffs "Mexico Television" plan (¶ 33)
6 similarly "contemplates" airing 15–25 commercials three times per week
7 "using a variety of dayparts." Neither plan provides a description of what
8 those advertisements will say, when they will air during the day, or how they
9 will inform the classes of this case and their legal rights without causing
10 undue prejudice to Defendant.
- 11 • **Radio:** Plaintiffs' National Radio plan (¶ 29), Local Radio plan (¶ 30), and
12 Mexico Radio plan (¶ 31) state an intent to reach a certain demographic, and,
13 in the United States, five cities with the largest populations of undocumented
14 immigrants. Lacking is any information regarding the content of the radio
15 advertisements and how they will adequately inform the classes of this case
16 and their legal rights without causing undue prejudice to Defendant.
- 17 • **Online Advertisements:** Plaintiffs' Online Notice plan (¶ 25) states that it
18 will "feature banner ads in Spanish using a variety of creative styles to appeal
19 to people of different demographics" and that they will display on various
20 devices. Again, there is no description of what those advertisements will say
21 and how they will adequately inform the classes of this case and their legal
22 rights without causing undue prejudice to Defendant.
- 23 • **Social Media Advertisements:** Plaintiffs' Social Media: Facebook and
24 Instagram plan (¶ 26) is to provide weighted delivery to states with higher
25 populations of undocumented immigrants. But there is no description of
26 what the advertisements will say and how they will adequately inform the
27 classes of this case and their legal rights without causing undue prejudice to
28 Defendant.

- 1 • **Internet Search Terms Advertisements:** Plaintiffs’ Internet Search Terms
2 (¶ 27) provides only a few “key terms” that will generate Google
3 advertisements to display in the search results. But there is no explanation
4 that shows why search terms like “CoreCivic litigation,” “CoreCivic
5 detention facilities,” and “immigration class action,” are not overly broad and
6 confusing—especially given the plethora of nationwide class actions seeking
7 release of immigration detainees due to COVID-19, not to mention the other
8 nationwide class actions against other private facilities based on similar
9 claims. Nor does the plan provide any information that shows the Google
10 advertisements will adequately inform the classes about this case and their
11 rights without causing undue prejudice to Defendant.
- 12 • **Mexico Online Notice, Social Media, and Search Notice:** Plaintiffs’ plan
13 to provide Online Notice, Social Media, and Internet Search Terms in
14 Mexico (¶ 34) contains even less detail, stating only that it will be the same
15 as the United States version of the plan. It is thus deficient for the same
16 reasons.
- 17 • **Tier 2 – All Other Countries:** Plaintiffs generically lump all other countries
18 into one plan (¶ 35) stating only that notice will be provided through a
19 general press release to PR Newswire’s Full Latin America newswire (for all
20 of Latin America), and PR Newswire’s India newswire. But there is no
21 information about the proposed content of the newswire notice that shows it
22 will adequately inform the class of this case and their legal rights without
23 causing undue prejudice to CoreCivic.
- 24 • **Direct Mail:** Even Plaintiffs’ plan to provide notice through the traditional
25 method of direct mail (¶¶ 22–23) proposes only a query of the United States
26 Postal Service database for any changes of addresses. It does not show that
27 Plaintiffs will make reasonable efforts to identify the current foreign
28 addresses of individual class members, as required by Rule 23(c)(2)(B)

1 (requiring “individual notice to all members who can be identified through
2 reasonable effort”).

3 In sum, Plaintiffs have failed to provide any reasonable sample or mock-up
4 of the proposed notices that they intend to provide through these alternative outlets,
5 depriving this Court the opportunity to even evaluate them—much less for this
6 Court to decide whether Plaintiffs’ proposed Notice Plan will reach the class
7 members and adequately inform them of this case and their legal rights. Other
8 courts have had little difficulty rejecting such notice plans as deficient under Rule
9 23(c)(2)(B). *See, e.g., Better v. YRC Worldwide Inc.*, No. CV 11-2072-KHV, 2016
10 WL 1056972, at *3 (D. Kan. Mar. 14, 2016) (“The Court also found that the
11 proposed notice plan was deficient in numerous respects. For instance, plaintiffs
12 did not present sufficient evidence regarding estimated reach of the proposed notice
13 plan and the content of the proposed notices did not comply with the requirements
14 of Rule 23(c)(2)(B), i.e. that the notice be written in clear and concise language
15 which is plain and easy to understand.”) (internal record citations omitted); *Adams*
16 *v. Craddock*, No. 5:13-CV-5074, 2015 WL 12915102, at *3 (W.D. Ark. Aug. 21,
17 2015) (“Considering the broad definition the proposed settlement gives to ‘Benton
18 County,’ the Court is left to speculate exactly where the parties intend to publish
19 this link. ... And will this “conspicuous link” connect to a webpage created to
20 provide complete information about the proposed class action settlement, along
21 with resources for opting out or electing to participate in settlement? Or will it
22 instead be limited to the email address of the Claims Administrator?”); *Brown v.*
23 *Sega Amusements, U.S.A., Inc.*, 2015 WL 1062409, *2 (S.D.N.Y. Mar. 9, 2015)
24 (“Frankly, it is unclear to the Court what the proposed notice plan means (entails)
25 specifically, how it will work, and how it is designed (and likely) to reach class
26 members. Much more detail and support would be needed to persuade the Court
27 that such manner of publication is ‘the best notice that is practicable under the
28 circumstances’ or, for that matter, under any circumstances. Fed. R. Civ. P.

1 23(c)(2)(B). Plaintiff provides no factual basis for its assertion that the various
2 proposed ‘banner ads’ are likely to be seen by any, much less most or all, potential
3 class members.... In essence, how likely are they to view the proposed ‘banner ads’
4 and, even if they did so, how likely are they to subsequently follow the links to the
5 Administration Website, view the Notice of Settlement, understand it, and file a
6 Claim Form? The Court is unable to conclude on this record that the proposed
7 publication notice is ‘reasonably ... likely to inform persons affected.’”).

8 Furthermore, without knowing the actual content of the non-form notices, the
9 Court cannot evaluate whether they contain information that is inaccurate or that
10 will taint potential jury pools—both in this case and the other similar class actions
11 against Defendant around the country.

12 Finally, any notice to the class must avoid the “appearance of judicial
13 endorsement of the merits of the actions.” *Delgao v. Ortho-McNeil, Inc.*, No.
14 SACV07-263JCMLGX, 2007 WL 2847238, at *3 (C.D. Cl. Aug. 7, 2007).
15 Without a sample or mock-up for evaluation, the Court cannot determine whether
16 Plaintiffs’ proposed commercials and advertisements are appropriate in that, or any,
17 respect.¹

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27 ¹ Defendant reserves all objections it has to class certification, and further reserves
28 any objections it may have in the event that the actual reach of the notice does not
satisfy applicable standards.

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Dated: September 4, 2020

By s/ Nicholas D. Acedo

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ATTACHMENT A

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

If you were detained at a CoreCivic, Inc. facility (formerly Corrections Corporation of America) in the United States, a lawsuit may affect your rights

A court authorized this notice. This is not a solicitation from a lawyer.

~~YOUR INFORMATION WILL BE KEPT CONFIDENTIAL NO ONE WILL
RETALIATE AGAINST YOU FOR PARTICIPATING IN THIS LAWSUIT~~

- There is a class action lawsuit in the United States District Court for the Southern District of California that alleges that CoreCivic, Inc. (formerly called Corrections Corporation of America):
 - (1) ~~Broke the law by coercing and forcing~~ forced detainees to clean the common living areas of the facility ~~outside of their personal living area~~ under threat of punishment, and
 - (2) ~~Broke the law by did~~ not paying minimum wage, ~~not providing~~ wage statements, ~~or not paying~~ earned compensation upon termination, and imposing unlawful terms and conditions of employment to detainees who were detained in a California facility and who participated in the Voluntary Work Program.
- CoreCivic denies the allegations in the lawsuit and denies that it did anything wrong.
- You are included in the lawsuit if you fall into any of these categories:
 - (1) You were detained at any CoreCivic facility in the United States any time between December 23, 2008 and the present and were ~~coerced or~~ forced to clean ~~areas of the facility outside of your personal living area~~ a common living area of the facility under threat of punishment.
 - (2) You were detained at any CoreCivic facility in California any time between ~~January 1, 2006~~ May 31, 2010 and the present and were ~~coerced or~~ forced to clean ~~areas of the facility outside of your personal living area~~ a common living area of the facility under threat of punishment.
 - (3) You were detained at any CoreCivic facility in California any time between May 31, 2013 and the present and participated in the Voluntary Work Program.
- The lawsuit has not been decided yet. ~~If the lawsuit is decided in favor of detainees, or there is a settlement, you may be eligible to receive money. See Question 6 for more detail.~~

Your legal rights may be affected, and you have a choice to make now.

Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS LAWSUIT	
DO NOTHING	Stay in this lawsuit. Bound by the outcome. Give up your right to sue on your own behalf.
ASK TO BE EXCLUDED	<p>Get out of the lawsuit. Not bound by the outcome. Keep your right to sue on your own behalf.</p> <p>You must submit the attached Exclusion Request Form by Month 00, 2020.</p>

WHAT IS IN THIS NOTICE

INFORMATION ABOUT THE LAWSUIT Page 3

1. Why are you receiving this Notice?
2. What is the lawsuit about?
3. Why is this a class action lawsuit?
4. What are the Plaintiffs asking for?
5. What does the Defendant say about this lawsuit?
6. Has the Court decided who is right?
7. Is there any money available now?

WHO IS INCLUDED IN THE LAWSUIT Page 4

8. Who is included in this lawsuit?
9. Who is not included in the lawsuit?
10. Do I need a lawyer?
11. How do I participate in the lawsuit?
12. What happens if I am a Class Member in the lawsuit?

EXCLUDE YOURSELF FROM THE LAWSUIT Page 6

13. Can I ~~get out, or~~ exclude myself from the lawsuit?
14. What happens if I exclude myself from the class action?

| ~~15. Can anyone retaliate against me for participating or excluding myself?~~

ADDITIONAL INFORMATION Page 6

| ~~16~~15. How can I get more information?

EXCLUSION REQUEST FORM ... Page 8

INFORMATION ABOUT THE LAWSUIT

1. Why are you receiving this Notice?

You are receiving this notice because records indicate that you were detained in the custody of the U.S. Immigration and Customs Enforcement ("ICE") at a facility operated by CoreCivic, Inc. ("CoreCivic"). CoreCivic was formerly known as Corrections Corporation of America.

Similarly situated detainees have filed a class action lawsuit against CoreCivic, and that lawsuit affects your right to sue and any recovery you may be entitled to.

~~Your participation in this lawsuit will be kept confidential and no one can retaliate against you for your participation.~~

~~You have the choice as to whether you want to participate in this lawsuit. If you want to participate, you do not need to do anything right now. You will automatically be included and will receive more information in the future.~~

~~If you do not want to participate in the lawsuit, you must exclude yourself. See Question 13 for instructions on how to exclude yourself.~~

2. What is this lawsuit about?

A lawsuit against CoreCivic has been certified as a class action in the U.S. District Court for the Southern District of California. The lawsuit is known as *Owino, et al. v. CoreCivic, Inc.*, No. 3:17-cv-1112-JLS-NLS.

This lawsuit alleges that CoreCivic violated the Federal Trafficking Victims Protection Act ("TVPA") by ~~coercing and~~ forcing detainees to clean the [common living areas in its facilities](#) ~~above and beyond personal housekeeping tasks listed in ICE's Performance Based National Detention Standards~~ under threat of punishment. [The common living area is any area in the housing unit, other than your assigned cell, that is used by all detainees assigned to that unit.](#) ~~Areas that detainees were coerced and forced to clean include common living and recreational areas, bathrooms, showers, the cafeteria, offices, and the kitchen, regardless of whether detainees were paid for their work.~~

For detainees in California, the lawsuit alleges that CoreCivic violated the California Trafficking Victims Protection Act ("CATVPA"), in addition to the TVPA.

For participants in the Voluntary Work Program in California, the lawsuit also alleges that CoreCivic violated California law by not paying detainees the minimum wage required under California law, by not providing wage statements, by not paying wages upon termination, and by imposing unlawful conditions of employment. [CoreCivic brings a counterclaim alleging that any owed wages or damages should be reduced by the](#)

[amount it cost CoreCivic to house the detainees and operate the Voluntary Work Program.](#)

3. What is a class action lawsuit?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Sylvester Owino and/or Jonathan Gomez) sue on behalf of other people (you) who have similar claims. The people together are a "Class" or "Class Members." The people who sued-and all the Class Members like them-are called the Plaintiffs. The company they sued (in this case CoreCivic) is called the Defendant. One court resolves the claims for all Class Members.

4. What are the Plaintiffs asking for?

The Plaintiffs are asking for money damages and restitution allowed under California and Federal law, as well as attorney's fees and costs incurred in connection with the lawsuit.

5. What does the Defendant say about this lawsuit?

CoreCivic denies that it did anything wrong, and contends that it did not ~~coerce or~~ force detainees to clean [any common living](#) areas of the facility ~~outside of their personal living area~~-under threat of punishment and did not violate Federal or California law.

CoreCivic also denies that it violated California law with respect to participants in the Voluntary Work Program in its California facilities, ~~and seeks an offset of any owed wages or damages for the amount it cost to house detainees and operate the Voluntary Work Program.~~

6. Has the Court decided who is right?

No. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial, [and CoreCivic must prove its counterclaim at trial.](#)

7. Is there any money available now?

No. There is no guarantee that money or benefits ever will be awarded. If any money or benefits are awarded, you will be notified about next steps.

WHO IS INCLUDED IN THE LAWSUIT

8. Who is included in this lawsuit?

You are included in this lawsuit IF you were a detainee in the custody of ICE and fall into one of these 3 categories:

- (1) You were detained at any CoreCivic facility in the United States any time between December 23, 2008 and the present, AND you were forced ~~or coerced~~ to clean a common living areas of the facility ~~outside of your personal living area~~ under threat of punishment. ~~You are included even if you got paid for this work.~~
- (2) You were detained at the one of these CoreCivic facilities in California:
 1. Otay Mesa Detention Center in Otay Mesa, California
 2. San Diego Correctional Facility in Otay Mesa, California
 3. California City Correctional Facility in California City, California

Any time between ~~January 1, 2006~~ May 31, 2010 and the present, AND you were forced ~~or coerced~~ to clean a common living areas of the facility ~~outside of your personal living area~~ under threat of punishment. ~~You are included even if you got paid for this work.~~

- (3) You were detained at any CoreCivic facility in California listed above any time between May 31, 2013 and the present, AND you participated in the Voluntary Work Program.

9. Who is not included in the lawsuit?

If you were not detained at a CoreCivic facility in the United States during the time periods in Question 8 above, you are NOT included in this lawsuit.

~~If you did~~ For purposes of Questions (8)(1) or (8)(2) above, if you ~~but you did were~~ NOT ordered to clean a common living areas of the facility ~~outside of your personal living area~~ under threat of punishment, you are NOT included in this lawsuit.

For purposes of Question 8(3) above, if and you were NOT a participant in the Voluntary Work Program in California, you are NOT included in this lawsuit.

10. Do I have a lawyer representing me?

Yes. The Court has approved Sylvester Owino and Jonathan Gomez to serve as the Class Representatives. The Court also decided that the law firms Foley & Lardner LLP, and the Law Office of Robert L. Teel, are qualified to represent all Class Members. Together the law firms are called "Class Counsel." They are experienced in handling similar cases. You will not be responsible to pay for costs or fees for Class Counsel.

More information about these law firms, their practices, and their lawyers' experience is available at <https://www.foley.com> and <https://universaljustice.org>.

You may also enter an appearance through your own attorney, but at your own expense.

11. How do I participate in the lawsuit?

If you would like to be a Class Member in this class action lawsuit, you do not need to do anything. Doing nothing means you will automatically be part of the Class. The Class Representatives and Class Counsel will represent your interests in the lawsuit. If any decisions are made or money or benefits awarded, you will be notified on what you need to do next.

12. What happens if I am a Class Member in the lawsuit?

As a Class Member in this class action, you will have to follow and comply with any court decision in the case, whether favorable or unfavorable. You will be bound by any judgment entered in this lawsuit, including any damages award. Any damages award may be reduced to pay the costs and fees of Class Counsel, [as well as any offset if CoreCivic prevails on its counterclaim.](#)

If you elect to remain as a Class Member, you will also lose any right to pursue similar claims for this time period on your own behalf, and you will not be able to file another lawsuit raising similar claims.

~~If you choose to be included in the class, CoreCivic is not permitted to retaliate against you in any way because of your participation in this case.~~

EXCLUDE YOURSELF FROM THE LAWSUIT

13. Can I exclude myself from the Lawsuit?

Yes. If you do not want to be included in this lawsuit, you can ask to be excluded. If you exclude yourself, you will not be part of any settlement or judgment in the lawsuit. You will retain your right to pursue similar claims for this time period on your own behalf.

To exclude yourself, you must submit an Exclusion Request Form, which is attached at the end of this notice. Your Exclusion Request must be submitted or postmarked no later than ~~[60 days from the date of mailing].~~ [120 days from the date the Notice was postmarked.](#)

The Exclusion Request Form is attached at the end of this Notice. It is also available at [www.websiteURL.com](#). You can also prepare your own exclusion request, but your request must be in writing.

Your Exclusion Request Form must be sent to the Notice Administrator by:

(1) Mail:

CoreCivic Litigation
PO Box 0000
City, ST 00000

(2) Email: [insert email]

(3) Fax: 000-000-0000

Exclusion requests must be submitted or postmarked no later than Month 00, 2020.

14. What happens if I exclude myself from the class action?

If you exclude yourself from the lawsuit, you will not be bound by any decision, [or](#) judgment ~~or settlement in the case~~ and will not receive any owed wages or damages [in this lawsuit](#) if Plaintiffs prove their claims. You also keep your rights to sue CoreCivic on your own.

~~15. Can anyone retaliate against me for participating or excluding myself?~~

~~No. NO ONE is permitted to retaliate against you in any way if you participate in or exclude yourself from this class action lawsuit. Your personal information will be kept confidential.~~

ADDITIONAL INFORMATION

16. How can I get more information?

You can get more information about the class action lawsuit on the website at [www.websiteURL.com](#). Important information about the lawsuit including the Court's Order Certifying the Class, the Complaint that the Plaintiffs submitted, the Defendant's Answer to the Complaint and Counterclaims, as well as an Exclusion Request Form are all available on the website

You may also speak to one of the lawyers by calling [\[telephone\]](#).

You can also write to: Owino v. CoreCivic, Inc. Class Action, [\[address\]](#).

You may also contact the Notice Administrator at: [insert website and email and phone number]

You may also seek the advice of your own attorney if you desire.

DO NOT CONTACT THE COURT FOR INFORMATION

EXCLUSION REQUEST FORM

Please carefully read the attached Notice of Class Action before filling out this form.

DO NOT FILL OUT THE FORM IF YOU WANT TO REMAIN PART OF THE CASE

If you want to **exclude** yourself from the Class, please sign and date this form and return it to Class Counsel on or before **[60-120 days from the date of mailing]**.

Your Exclusion Request Form must be sent to the Notice Administrator by mail, email, fax, or other delivery method on or before **[60-120 days from the date of mailing]**, to:

Mail:

CoreCivic Litigation
PO Box 0000
City, ST 00000

Email: **[insert email]**

Fax: **000-000-0000**

I want to be **excluded** from the class that has been certified in the case of *Owino, et al. v. CoreCivic, Inc.*, No. 3:17-cv-1112-JLS-NLS, U.S. District Court for the Southern District of California.

PRINT NAME: _____

SIGNATURE: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

DATED: _____

ATTACHMENT B

Were you detained at a CoreCivic, Inc. facility in the United States?

A class action lawsuit may affect your rights.

What is this lawsuit about?

This lawsuit alleges that CoreCivic, Inc. ("CoreCivic"), formerly called Corrections Corporation of America, ~~broke the law by~~ (1) ~~coercing and forcing people~~ forced detainees detained at its facilities ~~in the United States~~ to clean common living areas ~~of the facilities outside of their personal living area~~ under threat of punishment, and (2) did not paying detainees who participated in the Voluntary Work Program in California minimum wage, did not providing wage statements, did not paying earned compensation upon termination, and imposed unlawful terms and conditions of employment under California law to detainees who were detained in a California facility and who participated in the Voluntary Work Program.

Who is included?

You are included in this lawsuit if you were detained at a CoreCivic facility while in the custody of the U.S. Immigration and Customs Enforcement ("ICE") and fall into one of these 3 categories:

- (1) You were detained at any CoreCivic facility in the United States any time between December 23, 2008 and the present, **AND** you were forced to cleaned a common living areas of the facility ~~outside of your personal living area~~ under threat of punishment. ~~You are included even if you got paid for this work.~~
- (2) You were detained at one of these CoreCivic facilities in California: Otay Mesa Detention Center in Otay Mesa, CA, the San Diego Correctional Facility in Otay Mesa, CA, or the California City Correctional Facility in California City, CA any time between ~~January 1, 2006~~ May 31, 2010 and the present, **AND** you were forced to cleaned a common living areas of the facility ~~outside of your personal living area~~ under threat of punishment. ~~You are included even if you got paid for this work.~~
- (3) You were detained at any CoreCivic facility in California listed above any time between May 31, 2013 and the present, **AND** you participated in the Voluntary Work Program.

You are not included if you ~~were~~ did NOT forced to clean a common living areas of the facility ~~outside of your personal living area~~ under threat of punishment ~~and or~~ you were NOT a participant in the Voluntary Work Program in California during the time periods listed above.

What do you get from the Lawsuit?

~~The lawsuit has not been decided yet. If the lawsuit is decided in favor of detainees, or there is a settlement, you may be eligible to receive money.~~

What are your Options?

You have choices to make now.

- (1) **Do nothing.** ~~If you do nothing, you will automatically be included in the lawsuit and you give up your right to sue about the claims in this lawsuit. If you stay in the lawsuit, you can hire your own attorney at your expense, but you don't have to. Your participation in this lawsuit will be kept confidential and CoreCivic cannot retaliate against you for your participation.~~ Stay in this lawsuit. Bound by the outcome. Give up your right to sue on your own behalf.

- (2) **Get out of the lawsuit** Ask to be excluded. ~~If you **do not** want to be included in this lawsuit, you must request to be excluded by submitting an Exclusion Request Form by Month 00, 2020. You can get an Exclusion Request Form online at [www.insertwebsite.com], by calling 000-000-0000, or writing to the administrator. If you get out of the lawsuit, you will not be eligible for any money if a settlement is reached, but you can keep your right to file a separate lawsuit about the claims in this case.~~ Get out of the lawsuit. Not bound by the outcome. Keep your right to sue on your own behalf. You must submit an Exclusion Request Form _____.

This is only a summary. For more information visit [www.insertwebsite.com], call 000-000-0000 or write to CoreCivic Litigation, Address, City, ST 00000.