

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF GEORGIA  
COLUMBUS DIVISION**

**WILHEN HILL BARRIENTOS, et al.,**

**Plaintiffs,**

**v.**

**CORECIVIC, INC.,**

**Civil Action No. 4:18-cv-00070-CDL**

**Defendant.**

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**(REDACTED)**

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For the reasons set forth below, Plaintiffs move for certification of the Proposed Classes. Plaintiffs also respectfully request that the Court designate them as class representatives for both classes, appoint undersigned counsel as class counsel, and order that notice of this action be provided to the classes.

## **STATEMENT OF FACTS**

### **I. Overview of CoreCivic, SDC, and the Work Program**

#### **A. Operation of SDC**

CoreCivic owns and operates prisons, jails, detention centers, and residential re-entry centers and provides “government real estate solutions.” *See generally* Ex. 1 at 10. In 2006, CoreCivic, then known as Corrections Corporation of America (CCA), contracted with Stewart County, Georgia, to own and operate SDC<sup>2</sup> pursuant to an Inter-Governmental Service Agreement (IGSA) between Stewart County and ICE.<sup>3</sup> Ex. 2; Ex. 3 at 2-7. Under the SDC IGSA, CoreCivic is paid a fixed per diem rate for each person detained at SDC. The per diem rate, also referred to as the bed day rate, does not depend on the amount of money CoreCivic actually spends to operate the facility. *See* Ex. 3 at 3; Ex. 4 at 33:11-14. In other words, to increase its profit from SDC, CoreCivic must decrease expenses since its revenue from ICE is fixed. Ex. 4 at 59:10-19; Ex. 5 at 108:20-109:18. In 2016, the IGSA was modified to guarantee CoreCivic payment for at least 1,600 beds, whether or not that many people were actually detained at SDC. Ex. 3 at 20-21; Ex. 4 at 38:11-22.

CoreCivic operates SDC at a 28 percent profit margin. Ex. 5 at 74:20-75:6. SDC’s

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<sup>2</sup> SDC has a design capacity of 1,752 detained people and has confined as many as 2,000 people at aevs

operating budget is set and overseen by CoreCivic's Facility Support Center (FSC), or headquarters. Ex. 4 at 61:13-17, 65:16-18, 67:11-17, 75:22-76:7, 91:22-25. [REDACTED]

[REDACTED]. See Ex. 8 at 5, 30. CoreCivic's annual corporate revenue has increased from \$1.5 billion in 2008 to nearly \$2 billion in 2020. Ex. 1 at 72, 205.

Under the IGSA, CoreCivic is required to comply with ICE's national detention standards.<sup>4</sup> See Ex. 3 at 2, 8, 25. In addition to the ICE detention standards, CoreCivic has its own set of policies that apply equally to all staff and detained people at SDC. See Ex. 5 at 257:18-258:5, 268:7-9; Ex. 9 at 359:14-21. [REDACTED]

[REDACTED] See Ex. 10 at 55:14-56:9; Ex. 11. The CoreCivic policies incorporate ICE detention standards' language and set forth additional requirements where the ICE detention standards are silent or leave room for CoreCivic's discretion. See Ex. 5 at 257:18-258:5; Ex. 9 at 359:14-361:2; Ex. 10 at 62:18-63:24.

SDC operates in virtually every way as a criminal punishment prison, from the physical plant to the facility schedule to the restrictions on movement within the facility to the staff chain of command. See Ex. 14 ¶ 24; Ex. 15 ¶¶ 52-53; Ex. 16 ¶¶ 6-19. SDC is supervised by the Warden, who reports directly to a CoreCivic Managing Director in the FSC. See Ex. 5 at 54:3-18. [REDACTED]

[REDACTED]. See Ex. 17 at 2. [REDACTED]

[REDACTED]. See *id.* at 3. Unit Managers play a critical role in [REDACTED],

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<sup>4</sup> There have been four iterations of those standards in effect at SDC during the class periods; the currently operative Performance-Based National Detention Standards (hereinafter "PBNDS") were revised in 2016. Ex. 12 at 2-3, 11-12, 19-21; Ex. 13.

moving people who refuse to work to a different housing unit,

*a different hou.*



. *See, e.g.*, Ex. 35 at 5; Ex. 41 at 2; Ex. 5 at 225:6-11.

. Ex. 3 at 33. Throughout the class periods, SDC has been plagued by understaffing. *See* Ex. 15 ¶¶ 109-18. Thus, CoreCivic effectively relies on the Work Program to double its work force at SDC. *See* Ex. 7 at 113:25-114:5 (former Warden Charlie Peterson testifying that CoreCivic would

work. *See, e.g.*, Ex. 20 at 93:19-94:6; Ex. 40 at 198:8-16; Ex. 44 at 90:3-95:4; Ex. 45 at 2; Ex. 46 at 199:5-19; Ex. 47 at 3.

. *See, e.g.*, Ex. 46 at 203:19-205:9; Ex. 48 at 2.

CoreCivic is required by contract to perform the very duties it assigns to detained workers. *See* Ex. 13 at 6, 8-9, 17-18, 20-21, 37-60, 62-63, 65 (operative ICE detention standards, incorporated into IGSA, requiring provision of food service, cleaning, maintenance, laundry, and barbering). Throughout the class periods, CoreCivic got by with only one part-time CoreCivic-employed janitor position,

, and four maintenance workers . *See* Ex. 5 at 125:23-127:2, 128:10-15, 133:12-19, 144:6-17. This tiny number of paid CoreCivic employees whose jobs are dedicated to cleaning and maintaining demonstrates CoreCivic's utter dependence on detained workers. *See* Ex. 49 at 3. Notably, CoreCivic relies on

ignored ICE's requirement to suspend food service and other Work Program positions that do not afford social distancing during the COVID-19 pandemic. *See* Ex. 5 at 232:17-19, 234:8-14, 235:15-236:4; Ex. 55 at 20.

The financial benefit CoreCivic reaps from forcing detained people to work is clear. CoreCivic pays most detained workers at SDC between \$1 and \$4 per day, depending on the job. Ex. 5 at 216:4-8; Ex. 35 at 5; Ex. 41 at 5. This payment is deposited directly into detained workers' accounts at SDC. [REDACTED]

[REDACTED] *See* Ex. 4 at 145:12-17.

An analysis of available data from CoreCivic estimates that in the relevant time period, Forced Labor Class members provided 5,532,204 hours of labor to CoreCivic, at an estimated hourly pay of \$0.41, and Unjust Enrichment class members provided the company 3,264,180 hours of labor at an estimated hourly pay of \$0.44. A class-wide analysis of the jobs completed by class members and a comparison with applicable minimum wage and benefits requirements under federal law (the amounts that CoreCivic would have been required to expend if a civilian workforce completed the essential tasks performed by detained workers) estimates that the value to CoreCivic of the labor performed by purported class members, less the amounts actually paid to them, totals between **\$43.9 million** and **\$58.9 million** for the Forced Labor Class and between **\$28.1 million** and **\$40.0 million** for the Unjust Enrichment Class. Ex. 56 ¶¶ 12, 73-86.

**D. Recruitment Scheme and Disregard of ICE Requirements for the Work Program**

Detained worker staffing shortages, particularly in the kitchen, have been common at SDC throughout the class period. Kitchen worker shortages result in meals being served late, [REDACTED], [REDACTED], detained workers working double shifts, and CoreCivic officers

being pulled from their regular posts to assist with food service. *See, e.g.*, Ex. 42 at 335:21-336:5 (Trinity Food Service Director (“FSD”) testifying that she has reported kitchen worker shortages to CoreCivic in real time with the goal of getting more detained workers and preventing delays in meal service); Ex. 57 at 2

); Ex. 58 at 2; Ex. 59 at 2; Ex. 20 at 103:25-104:9; Ex. 40 at 52:8-13, 57:12-14, 71:20-72:21; Ex. 21 at 132:10-15; Ex. 60 ¶ 19.

Rather than hiring more paid employees,

*See, e.g.*, Ex. 61 at 119:13-21 ( s); Ex. 7 at 158:4-



133:25-134:4; *see also, e.g.*, Ex. 70 at 2; Ex. 44 at 110:5-13,140:17-141:3; Ex. 71 at 2.<sup>9</sup>



**Food.** CoreCivic has a policy and practice of serving food that is of poor nutritional value, of poor quality, and insufficient in amount. Ex. 95 ¶¶ 2, 16-17, 82; *see also, e.g.*, Ex. 75 ¶ 14. Because detained people cannot freely access alternative food sources, they “are faced with a choice at every meal: eat nutritionally inadequate, unsafe, and/or unpalatable food, or eat very little or nothing at all.” Ex. 95 ¶ 2, 82. As a

. Ex. 96 at 25; Ex. 99 at 2.

Ex. 96 at 25.

Ex. 95

Ex. 109 at 2; Ex. 21 at 235:8-236:15, 236:21-237:9; Ex. 110 at 2, 12-13 (collection of food service incident reports emailed among FSC personnel). CoreCivic, as matter of policy, marks up the prices of items sold in the SDC commissary as much as 30 percent,

. Ex. 88 at 3; Ex. 89; Ex. 90; Ex. 91; Ex. 92; Ex. 93; Ex. 94. CoreCivic's failure to provide sufficient, edible food gives rise to the need to satiate hunger, compelling detained people to enlist in the Work Program to receive food-related "incentives" and wages with which to buy additional food.

***Hygiene Items and Clothing.*** CoreCivic has a policy and practice of depriving detained people of adequate hygiene items and clothing. CoreCivic confiscates detained people's clothing and personal belongings upon arrival. Ex. 38 at 6. CoreCivic provides detained people with basic hygiene items at intake, including soap, shampoo, toothpaste, and a toothbrush. Ex. 111 at 15; Ex. 5 at 363:20-364:18. The toiletries provided are "travel-sized, only large enough to last several days, and the products themselves are inferior; that is, the soap, shampoo, and toothpaste do not



to maintain that bond can cause psychological distress. Ex. 18 ¶ 68;

for your actions while in custody at this facility. Therefore, it is each detainee's responsibility to become familiar with the contents of the handbook." Ex. 38 at 2. Under "Basic Detainee Responsibilities," detained people are again reminded that "any [rule] violation may result in sanctions imposed against you." *Id.* at 4. The handbook includes a lengthy list of "prohibited acts," which are also posted in each dorm's bulletin board, categorized into four offense categories: 1) "greatest," 2) "high," 3) "high moderate," and 4) "low moderate" *Id.* at 33-36; Ex. 60 ¶ 3. The handbook also lists the possible sanctions that may be imposed in relation to each offense category, ranging from warnings and loss of privileges to disciplinary segregation and initiation of criminal proceedings. Ex. 38 at 33-36. The lists of "prohibited acts" and possible sanctions are taken from ICE's detention standards, but those standards do not define the R#Q GDUGV



); Ex. 14 ¶ 43. The result is an overarching threat of segregation for being perceived as stepping out of line. *See, e.g.*, Ex. 21 at 192:7-10 ( ); Ex. 53 ¶ 9; Ex. 75 ¶ 6; Ex. 120 at 2; Ex. 20 at 238:14-19.

CoreCivic staff understand that having detained people refuse to work could threaten daily operations, and they use the disciplinary process accordingly. *See, e.g.*, Ex. 121 at 2 (

); Ex.

68



### **III. Policies and Practices Compel Involvement in the Work Program by Means or Threats of Physical Restraint and Abuse of Legal Process**

#### **A. Physical Restraint**

As described in Facts § II.B, CoreCivic has a policy and practice of physically restraining or threatening to physically restrain detained people who refuse to work using segregation. Conditions in SDC's segregation unit mirror those in jails and prisons. Ex. 14 ¶ 24. It is beyond credible dispute that placement in segregation is severely detrimental to a person's wellbeing. Ex. 14 ¶¶ 24-35. "The explicit purpose of disciplinary segregation at SDC is to punish—in other words, segregation is inflicted because it is punitive, painful, and causes suffering." Ex. 14 ¶ 37; *see also* Ex. 60 ¶¶ 35-36; Ex. 75 ¶ 35.

Ex. 21 at 188:16-189:2.

CoreCivic also physically restrains individuals who participate in work stoppages with pod or unit-

prosecution is a possible punishment for refusing to obey an officer or engaging in a work stoppage. Ex. 38 at 34-35. At SDC, CoreCivic can, at its discretion, refer a matter to an “outside prosecutor” and “outside law enforcement.” Ex. 68 at 144:23-145:10. As explained above, *supra* at Facts § II.B., the handbook does not define these infractions, nor does it explain what types of conduct would justify referral for criminal prosecution other than stating simply that either offense could be prosecuted criminally. Ex. 38 at 34-35; *see also* Ex. 15 ¶¶ 64-66.

Other CoreCivic policies and practices leverage the immigration status of people detained at SDC to compel them to work. Every person detained at SDC wears a colored uniform, with the color indicating their classification level. A person’s classification level, and thus uniform color, can change when they are subject to institutional disciplinary action at SDC. Detained people at SDC must wear their colored uniforms to proceedings before Immigration Judges. Ex. 15 ¶¶ 70-71; Ex. 9 at 373:9-374:25. Thus, detained people facing the threat of disciplinary action for refusing to work are also facing the threat of having to wear a uniform color indicating a higher level of “dangerousness” in front of an Immigration Judge.

Finally, the futures for people detained at SDC are dependent on the outcomes of their immigration proceedings, and everyone at SDC—the detained people and the CoreCivic employees who oversee them—knows this. *See, e.g.*, Ex. 133 at 2-4; Ex. 134 at 2. CoreCivic maintains a practice of telling detained people that refusing to work will impact their immigration proceedings. Ex. 60 ¶ 29; Ex. 75 ¶ 42; *see also* Ex. 15 ¶ 56.

#### **IV. The Named Plaintiffs**

Mr. Hill Barrientos was detained at SDC intermittently between July 2015 and June 2018, including at the time when the original Complaint in this action was filed. *See* ECF No. 1; Ex. 60 ¶ 2. Mr. Hill Barrientos was a kitchen worker in the Work Program. *Id.* ¶¶ 20-21. Mr. Hill Barrientos did not volunteer for the Work Program; he was told if he

in segregation. *Id.* ¶ 7. He used his earnings to purchase necessities such as hygiene products, underwear and socks, warm clothes, food, postage stamps, and phone cards. *Id.* ¶¶ 5, 23.

Plaintiff Gonzalo Bermudez Gutiérrez was detained at SDC from May 2019 to January 2020. Ex. 53 ¶ 2. Mr. Bermudez Gutiérrez was a kitchen worker in the Work Program. *Id.* ¶¶ 26, 28. Mr. Bermudez Gutiérrez worked to buy food, hygiene products, stamps, and phone cards. *Id.* ¶¶ 20-21. He witnessed CoreCivic officers threaten to transfer detained workers who refused to



Finally, Rule 23(g) requires adequate class counsel. Adequacy is determined by considering factors such as “the work counsel has done in identifying or investigating potential claims in the action; counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action; counsel’s knowledge of the applicable law; and the resources that counsel will commit to representing the class.” Fed. R. Civ. P. 23(g)(1)(A)(i)-(iv).

District courts have “broad discretion” regarding class certification. *Sacred Heart Health Sys., Inc. v. Humana Mil. Healthcare Servs., Inc.*, 601 F.3d 1159, 1169 (11th Cir. 2010); *Groover v. Michelin N. Am., Inc.*, 187 F.R.D. 662, 664 (M.D. Ala. 1999). Courts may look beyond the pleadings, analyzing the parties’ claims, defenses, and evidence, to determine whether class certification is appropriate. *See Babineau v. Fed. Express Corp.*, 576 F.3d 1183, 1190 (11th Cir. 2009); *In re HealthSouth Corp. Sec. Litig.*, 257 F.R.D. 260, 271–72 (N.D. Ala. 2009). However, “Rule 23 grants courts no license to engage in free-ranging merits inquiries at the certification stage.”

the time a complaint is filed. *Focus on the Fam. v. Pinellas Suncoast Transit Auth.*, 344 F.3d 1263, 1275 (11th Cir. 2003); *see also Friends of the Earth, Inc. v. Laidlaw Env't Servs. (TOC), Inc.*, 528 U.S. 167, 180–81 (2000) (listing Article III's standing requirements: injury, traceability, and redressability). Injunctive relief requires “a ‘real and immediate threat’ of future injury.” *Focus on the Fam.*, 344 F.3d at 1272.

Plaintiffs Hill Barrientos, Bermudez Gutiérrez, and Urbina Rojas were detained at SDC and labored in the Work Program. Ex. 75 ¶¶ 2, 20; Ex. 60 ¶¶ 2, 7; Ex. 53 ¶ 2, 17. During their detention, Plaintiffs suffered an injury in fact—their labor was unlawfully forced by CoreCivic, who unjustly benefited from it. This injury is more than “fairly traceable” to CoreCivic’s conduct, as



Proposed Classes include individuals who are no longer detained at SDC and are dispersed throughout the country (and internationally), making joinder more difficult. *Kilgo v. Bowman Transp., Inc.*, 789 F.2d 859, 878 (11th Cir. 1986). Given the Proposed Classes' size and geographic dispersion, joinder is impracticable, if not impossible, and Rule 23(a) numerosity is satisfied.

### **C. Common Questions of Law and Fact Exist**

Rule 23(a)(2)'s commonality requirement is satisfied here, where there is "at least one issue whose resolution will affect all or a significant number of the putative class members." *Williams v. Mowhawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (quoting *Stewart v. Winter*, 669 F.2d 328, 335 (5th Cir. 1982)). Traditionally, the Rule asks whether the disputed questions are capable of class-wide proof or resolution. *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001). Claims need not be identical to satisfy this requirement, and variations within the class are permissible. *Prado-Steinman*, 221 F.3d at 1279 n.14. The threshold for satisfying the commonality requirement is "not high." *Groover*, 187 F.R.D. at 666 (citation omitted); *In re Checking Acct. Overdraft Litig.*, 286 F.R.D. 645, 652 (S.D. Fla. 2012) (citation omitted).

**The Forced Labor Class:** The TVPA provides a private cause of action against anyone who "knowingly . . . obtains the labor or services of a person," or attempts to do so, "by any one of, or by any combination of" the following:

- (1) by means of force, threats of force, physical restraint, or threats of physical restraint to that person or another person;
- (2) by means of serious harm or threats of serious harm to that person or another person;
- (3) by means of the abuse or threatened abuse of law or legal process; or
- (4) by means of any scheme, plan, or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint.

18 U.S.C. § 1589(a); *see* 18 U.S.C. § 1594(a) (governing an attempt to violate § 1589); 18 U.S.C. § 1595(a) (creating private cause of action). CoreCivic may separately be liable for "knowingly





custom of providing insufficient daily necessities. The Court therefore finds the typicality requirement satisfied for each named Plaintiff.”). Plaintiffs remained in the Work Program under threat or actual imposition of segregation and other punishments, and under threat of adverse legal action. *See Menocal v. GEO Grp., Inc.*, 882 F.3d 905, 917 (10th Cir. 2018); *Menocal*







subjecting others to, these policies. *Id.* CoreCivic’s intent behind the scheme—to maximize profit by minimizing costs through forced labor—is clear from its profit model and utter dependence on the Work Program, as well as voluminous documentary evidence showing that CoreCivic knows that both basic necessities and punishment, or threats thereof, will guarantee the captive work force that CoreCivic needs to keep SDC operating and generating a substantial profit. Facts § I.

***Any Combination of Unlawful Means.*** The same common evidence described above will show on a class-wide basis that CoreCivic obtained, or attempted to obtain, class members’ labor through a combination of the unlawful means listed in 18 U.S.C. §§ 1589(a)(1)–(4).

***Causation and Attempt: An Objective Inquiry.*** Plaintiffs can show that CoreCivic’s uniform policies and practices would have compelled a reasonable purported class member to work, and amount to an attempt to compel their work, through common evidence such as:

- CoreCivic’s commissary purchase data and implementation of “incentive” programs showing that detained people worked in order to obtain basic necessities, Facts § II.A.;
- Plaintiffs’ testimony about why they enlisted and remained in the Work Program, Ex 60, Ex. 75, Ex. 53;
- Documentary evidence showing that Proposed Class members worked for the same reasons, Facts §§ II-III;
- Plaintiffs’ expert reports detailing the harmful and coercive nature of CoreCivic’s uniform policies and practices regarding deprivation, discipline, and housing, Facts §§ II.B, III.A; and
- Circumstantial evidence such as the sheer number of people who joined the Work Program, Argument § I.B.

With regard to CoreCivic’s imposition and threats of serious harm, the TVPA calls for an objective inquiry that turns on whether the harm threatened or imposed is “sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances” to work. 8 U.S.C. § 1589(c)(2). Such an inquiry is particularly susceptible to class-wide proof. *See Owino*, 2022 WL 1815825, at \*5; *Nuñag-Tanedo v. E. Baton Rouge Par. Sch. Bd.*, No. LA CV10-01172 JAK (MLGx), 2011 WL 7095434, at \*7 (C.D. Cal.



Dec. 12, 2011); *McCullough v. City of Montgomery*, No. 2:15-cv-463-RCL, 2020 WL 3803045, at \*8 (M.D. Ala. July 7, 2020); *Dann*, 652 F.3d at 1169–70. Courts addressing the TVPA’s “serious harm” prong have found predominance where uniform policies are at issue and “the class members share a large number of common attributes . . . allowing the fact-finder to use a common ‘reasonable person’ standard for all class members.” *Owino v. CoreCivic, Inc.*, No. 17-CV-1112 JLS (NLS), 2020 WL 1550218, at \*28 (S.D. Cal. Apr. 1, 2020), *reconsideration denied*, No. 17-CV-1112 JLS (NLS), 2021 WL 120874 (S.D. Cal. Jan. 13, 2021), *aff’d*, No. 21-55221, 2022 WL 1815825 (9th Cir. June 3, 2022); *see also Novoa v. GEO Grp., Inc.*, No. EDCV 17-2514 JGB (SHKx), 2021 WL 4913286, at \*5 (C.D. Cal. Sept. 30, 2021).

Here, all the

Trinity's case, to punish people who refuse to work. Facts §§ I.A., II.A; Ex. 23; Ex. 24; Ex. 27. CoreCivic and Trinity contract to provide food at the lowest cost and highest profit to each entity, well-aware that the chronic deficiencies in the food served at SDC result in a hungry population. CoreCivic and Trinity also work together to punish and threaten to punish detained people who refused to work. Facts §§ I.A., II.A.1; Ex. 37. [REDACTED]

. Facts §§ I.A., II.A.4; Ex. 27.

**Knowing Benefit.** Common evidence will demonstrate that CoreCivic knowingly benefits from the venture. Common evidence shows that putative class members' labor, obtained well below market rates, enables SDC to satisfy the operational functions required by CoreCivic's contract with ICE—the only source of revenue for SDC other than the commissary [REDACTED]. Facts §§ I.A., D. Common evidence also demonstrates that CoreCivic profits enormously from the ICE contract. Facts § I.A. CoreCivic's contract with Trinity further establishes the venture's benefit by *requiring* that CoreCivic provide detained kitchen workers and setting an extremely low price per meal on the assumption that detained rather than employed workers will be used, Facts §§ I.B, II.A.1. Finally, common evidence shows that CoreCivic makes hundreds of thousands of dollars in profit from the sale of basic necessities to purported class members at its commissary. Facts § II.A.

**Knowingly or in Reckless Disregard.** As discussed above, common evidence will show CoreCivic obtains class members' labor through means violating §§ 1589(a)(1)–(4), either knowingly or in reckless disregard. Argument § II.A. Such evidence includes: (i) [REDACTED] (ii) [REDACTED] (ii) communications between facility staff and FSC about the use of segregation, lockdowns, and other forms of discipline to address refusals to work, (iii) [REDACTED]

, (iv) failure to audit specifically whether the Work Program is voluntary, (v) failure to ensure compliance with various ICE detention standards requirements for the Work Program, (vi) indifference to a repetitive body of grievances from detained people and OIG findings about the quality of the food at SDC, and (vii)

#### Facts § II.A.

*Causation.* As discussed above, Argument § II.A, causation is a common question that may resolved on the basis of common evidence.

#### **B. Claim**

With respect to the Unjust Enrichment Class, common issues of law and fact predominate over any individualized issues. As discussed above, common evidence will show that CoreCivic knowingly benefits enormously from the Work Program at SDC. Facts §§ I.A., C; Argument § II.A. Common evidence will also show that CoreCivic's retention of the benefit is unjust because CoreCivic coerces detained people to work, through the means outlined above that are abl to indiv. (.9 1





declaring CoreCivic’s conduct unlawful and enjoining CoreCivic from compelling people detained at SDC to work would remedy this ongoing harm. *See Harris*, 2021 WL 6197108, at \*13 (certifying Rule 23(b)(2) class of incarcerated individuals because injunction of defendants’ unlawful policies and practices would resolve class-wide grievances). Because the putative class members’ claims rest on the same policies and practices and can be resolved through the same declaratory and injunctive relief, the requirements of Rule 23(b)(2) are met.

#### **IV. Counsel of Record Should Be Appointed as Class Counsel**

Plaintiffs are represented by experienced civil rights and class action litigators who will adequately and skillfully represent the interests of the Proposed Classes. *See Fed. R. Civ. P. 23(g)(1)(A)* (enumerating the factors the court must consider in appointing class counsel). Counsel of record have vigorously pursued the interests of the Proposed Classes for over four years, including by propounding and responding to written discovery, preparing for and attending seventeen depositions, and retaining four experts. As described in the attached Declaration of Meredith B. Stewart, the attorneys of record in this case and their firms have successfully handled complex class action litigation as well as litigated TVPA claims. They have uniquely relevant experience representing people in immigration detention and bringing complex claims involving prisons and immigration detention facilities. Many of the attorneys and the staff with whom they work speak languages other than English, making it easier for them to communicate with many

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proposed class definitions for purposes of certifying the classes under Fed. R. Civ. P. 23(b)(2) to include, “All civil immigration detainees who performed work, or will perform work in the future, for CoreCivic at Stewart in the ‘Voluntary Work Program.’” Such a modification is within the Court’s discretion. *Ault v. Walt Disney World Co.*, No. 6:07-cv-1785-Orl-31KRS, 2008 WL 11436773, at \*2 (M.D. Fla. Dec. 12, 2008) (“District Courts are permitted to limit or modify class definitions to provide necessary precision.”) (citing *Powers v. Hamilton Cnty. Pub. Def.*, 501 F.3d 592, 619 (6th Cir. 2007); *In re Monumental Life Ins.*, 365 F.3d 408, 414 (5th Cir. 2004)). And such a modification will not expand the scope of Plaintiffs’ claims, as Plaintiffs have always pleaded claims for injunctive relief. ECF No. 1 ¶¶ 93, 97, 102, Prayer for Relief; ECF No. 87 ¶¶ 104, 108, 112-123, Prayer for Relief.

members of the Proposed Classes. Furthermore, counsel have and will continue to dedicate considerable means and staff to represent the interests of Plaintiffs and the Proposed Classes.

### CONCLUSION

For the reasons stated herein, Plaintiffs respectfully request that the Court certify the Forced Labor Class and Unjust Enrichment Class under Rules 23(b)(2) and 23(b)(3). Plaintiffs further request that the Court designate them as class representatives, appoint the undersigned as class counsel, and order that notice of this action be provided to the classes.

Dated: June 17, 2022

Respectfully Submitted:

/s/ Meredith B. Stewart

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