

IN THE SUPREME COURT OF THE STATE OF NEVADA

ABEL CÁNTARO CASTILLO,

Appellant,

vs.

WESTERN RANGE ASSOCIATION,

Respondent.

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Elizabeth A. Brown
Clerk of Supreme Court

RESPONDENT WESTERN RANGE ASSOCIATION'S
APPENDIX VOLUME 11, PART 1

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ATTORNEYS FOR RESPONDENT
WESTERN RANGE ASSOCIATION

CHRONOLOGICAL ORDER

Date	ECF	Document	Volume	Page Numbers
6/16/2017	117	El Tejon's Motion to Dismiss Second Amended Complaint with Exhibits A-H	1	RA 00001 - RA 00073
6/20/2017	118	Mountain Plains' Motion to Dismiss Second Amended Complaint with Exhibit 1	1	RA 00074 – RA 00096
6/27/2017	121	Estill Ranches' Motion to Dismiss Second Amended Complaint with Exhibit 1	1	RA 00097 – RA 00111
7/5/2017	124	Western Range Association's Motion to Dismiss Counts I, III, IV, V and IX Second Amended Complaint	1	RA 00112 – RA 00127
7/26/2017	129	Plaintiffs' Consolidated Opposition to Motion(s) to Dismiss Second Amended Complaint with Exhibits A-G	2	RA 00128 – RA 00327
2/13/2018	140	Order Dismissing Second Amended Complaint Without Prejudice and Without Leave to Amend Western Range Association's Answer to Second Amended Complaint	2	RA 00328 – RA 00341
1/13/2021	242	Plaintiff's Status Conference Report	2	RA 00342 – RA 00348

Date	ECF	Document	Volume	Pages Numbers
7/9/2021	252	Plaintiff's Response to Deposition Objections Exhibits 1- 4	3	RA 00349- RA 00398
10/29/2021	264	Plaintiff's Motion for Class Certification Plaintiff's Memorandum in Support of Motion for Class Certification With Exhibits 1-4	3	RA 00399 – RA 00585
10/29/2021	264	Exhibits 5-26 to Plaintiff's Motion for Class Certification Plaintiff's Memorandum in Support of Motion for Class Certification	4	RA 00586 – RA 00828
10/29/2021	264	Exhibits 27-37 to Plaintiff's Motion for Class Certification Plaintiff's Memorandum in Support of Motion for Class Certification	5	RA 00829 – RA 01067
10/29/2021	264	Exhibits 38- 53 to Plaintiff's Motion for Class Certification Plaintiff's Memorandum in Support of Motion for Class Certification	6	RA 01068 – RA 01272
10/29/2021	264	Exhibits 54- 64 to Plaintiff's Motion for Class Certification Plaintiff's Memorandum in Support of Motion for Class Certification	7	RA 01273 – RA 01483
11/22/2021	270	Western Range Association's Opposition to Plaintiff's Motion for Class Certification with Exhibits 1-21	8	RA 01484 – RA 01705

Date	ECF	Document	Volume	Page Numbers
11/22/2021	270	Exhibits 22- 33 Western Range Association's Opposition to Plaintiff's Motion for Class Certification	9	RA 01706 – RA 01913
11/22/2021	270	Exhibits 34- 48 to Western Range Association's Opposition to Plaintiff's Motion for Class Certification	10	RA 01914 – RA 02108
4/14/2022	300	Exhibits 1-6 to Western Range Association's Motion for Summary Judgment	11	RA 02109 – RA 02157
5/18/2022	310	Exhibits 1-5 to Western Range Association's Reply in Support of its Motion for Summary Judgment	11	RA 02158 – RA 02238

Pretrial Motions / Injunctive Relief3:16-cv-00237-RCJ-CLB Castillo v. Western Range Association et al

United States District Court

District of Nevada

Notice of Electronic Filing

The following transaction was entered by Winograd, Ellen on 4/14/2022 at 9:15 AM PDT and filed on 4/14/2022

Case Name: Castillo v. Western Range Association et al**Case Number:** 3:16-cv-00237-RCJ-CLB**Filer:** Western Range Association**Document Number:** 300**Docket Text:**

First SEALED MOTION for Summary Judgment as to Counts One, Three, Four, Five, and Nine of the Second Amended Complaint by Defendant Western Range Association. Responses due by 5/5/2022. (Attachments: # (1) Exhibit Exhibit 1 Declaration of Ellen Jean Winograd, Esq., # (2) Exhibit Exhibit 2 Excerpts of Plaintiff Abel Cantaro Castillo's Deposition, # (3) Exhibit Exhibit 3 Declaration of Monica Youree, # (4) Exhibit Exhibit 4 Mandatory Report by Western Range to the U.S. Immigration and Customs Enforcement (ICE) Agency, # (5) Exhibit Exhibit 5 U.S. Customs and Border Form I-94, # (6) Exhibit Exhibit 6 Excerpts of Stipulated Discovery Plan and Scheduling Order) (Winograd, Ellen)

3:16-cv-00237-RCJ-CLB No electronic public notice will be sent because the case/entry is sealed.

The following document(s) are associated with this transaction:

Document description:Main Document**Original filename:**n/a**Electronic document Stamp:**

[STAMP dcecfStamp_ID=1101333072 [Date=4/14/2022] [FileNumber=10646350-0] [bb8771f2aaccdb7374790c7c7d0e59188121e28df796bb28561d26a1c5e816d1d17a80fbc68854b0a34034ba75ab3644e2319dcebc6cb82a152271c26dda8d67]]

Document description:Exhibit Exhibit 1 Declaration of Ellen Jean Winograd, Esq.**Original filename:**n/a**Electronic document Stamp:**

[STAMP dcecfStamp_ID=1101333072 [Date=4/14/2022] [FileNumber=10646350-1] [22e956e5f4d472bc59fef6e08d2fb71cd2a303a84e2a4de21416ded4c4d2c63b410cebb54804c56766d87188e3c04104a19a1123e555222b6f23fe509e0fe361]]

Document description:Exhibit Exhibit 2 Excerpts of Plaintiff Abel Cantaro Castillo's Deposition**Original filename:**n/a**Electronic document Stamp:**

[STAMP dcecfStamp_ID=1101333072 [Date=4/14/2022] [FileNumber=10646350-2] [e309dd587d83b94d3e7dcee3dcb9a173f617c3a452d8362c2880bd88a1544b678ade7f792aaf739cfcbd187e3b7e85683e89ac3a6d765c937a63a0bec1bc4864]]

Document description:Exhibit Exhibit 3 Declaration of Monica Youree**Original filename:**n/a

EXHIBIT 1

EXHIBIT 1

DECLARATION OF ELLEN JEAN WINOGRAD

I, Ellen Jean Winograd, declare under the penalty of perjury the following:

1. I am an attorney licensed to practice law and am counsel of record for Defendant Western Range Association.

2. All documents attached to Western Range Association's Summary Judgment Motion are true and correct copies of the documents they purport to be.

3. To exemplify to this Court the nature and extent of prolonged Discovery completed, the following is a current index of Discovery in this matter. The information referenced in Defendant Western Range's document productions includes over 110,000 pages of documents produced by Western Range, as well as approximately 2000 pages produced by Plaintiff.

Document	Party that Served	Date	Bates
Defendant WRA Documents Produced in Initial and First Supplemental Disclosures	Western Range	2016/2017	WRA 00001-WRA 03083
Defendant WRA (Amended) First Set of Interrogatories to Plaintiff Castillo	Western Range	11/1/2019	N/A
Defendant WRA (Amended) First Set of RFA to Plaintiff Castillo	Western Range	11/1/2019	N/A
Defendant WRA (Amended) First Set of RFP to Plaintiff Castillo	Western Range	11/1/2019	N/A
Notice of Deposition of Plaintiff Abel Cantaro Castillo	Western Range	11/1/2019	N/A
Plaintiffs' Second RFP to WRA	Plaintiff	12/10/2019	N/A
Plaintiffs' Second Set of Interrogatories WRA	Plaintiff	12/11/2019	N/A
Plaintiffs' Response to WRA (Amended) First Set of RFP	Plaintiff	12/23/2019	N/A
Plaintiffs' Response to WRA (Amended) First Set of RFA	Plaintiff	12/23/2019	N/A
Plaintiffs Production	Plaintiff	1/22/2020	P 000001-P 000027
Plaintiffs First Request for Admissions to WRA	Plaintiff	1/22/2020	N/A
Plaintiffs Third Set of Interrogatories to WRA	Plaintiff	1/22/2020	N/A
Plaintiffs Second Request for Production to WRA	Plaintiff	1/22/2020	N/A
Amended Notice of Deposition of Plaintiff Abel Cántaro Castillo	Western Range	1/29/2020	N/A
WRA's Responses to Plaintiffs Second Set of Interrogatories	Western Range	1/31/2020	N/A
WRA's Responses to Plaintiffs Second Request for Production	Western Range	1/31/2020	N/A

1	Document	Party that Served	Date	Bates
2				
3	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Western Range Association	Plaintiff	2/10/2020	N/A
4	WRA's Response to Plaintiff's 1 st Set of RFA	Western Range	2/20/2020	N/A
5	WRA's Response to Plaintiff's 2 nd RFP	Western Range	2/21/2020	N/A
6				
7	WRA's Response to Plaintiff's 3 rd Set of Interrogatories	Western Range	2/21/2020	N/A
8	Second Amended Notice of Deposition of Plaintiff Abel Cántaro Castillo	Western Range	2/25/2020	N/A
9	WRA's 1 st Supplemental Response to Plaintiff's 1 st RFP	Western Range	2/27/2020	WRA 003084-WRA 003239
10	WRA's 1 st Supplemental Response to Plaintiff's 2 nd RFP	Western Range	3/3/2020	WRA 001187-WRA 003083
11	WRA's 2 nd Supplemental Response to Plaintiff's 1 st RFP	Western Range	3/5/2020	WRA 003240-WRA 003276
12	WRA's 3 rd Supplemental Response to Plaintiff's 1 st RFP	Western Range	3/6/2020	WRA 003279-WRA 003326
13				
14	FRCP 30(b)(6) Deposition Notice Served by Plaintiff on Western Range Association	Plaintiff	3/18/2020	N/A
15	WRA's 1 st Supplemental Response to Plaintiff's 2 nd Interrogatories	Western Range	5/29/2020	N/A
16	WRA's 4 th Notice of Deposition of Plaintiff Abel Cántaro Castillo	Western Range	6/2/2020	N/A
17	WRA's 2 nd Set of RFA to Plaintiff	Western Range	6/8/2020	N/A
18	WRA's 2 nd Set of Interrogatories to Plaintiff	Western Range	6/8/2020	N/A
19	WRA's 3 rd Set of RFP to Plaintiff	Western Range	6/8/2020	N/A
20				
21	WRA's 4 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	6/15/2020	WRA 003327-WRA 003653
22	WRA's 2 nd Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	06/30/2020	N/A
23	WRA's 3 rd Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/01/2020	N/A
24	WRA's 4 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/01/2020	N/A
25	WRA's 5 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/01/2020	N/A
26	WRA's 6 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/01/2020	N/A
27	WRA's 7 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A
28	WRA's 8 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A

1	Document	Party that Served	Date	Bates
2	WRA's 9 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A
3	WRA's 10 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A
4	WRA's 11 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A
5	WRA's 12 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
6	WRA's 13 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
7	WRA's 14 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
8	WRA's 15 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
9	WRA's 16 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
10	WRA's 17 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
11	WRA's 18 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
12	WRA's 19 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
13	WRA's 20 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
14	WRA's 21 st Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
15	WRA'S 22 nd Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
16	WRA's 23 rd Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
17	WRA'S 24 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
18	WRA's 25 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
19	WRA's 26 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
20	WRA's 27 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
21	WRA's 28 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	08/07/2020	N/A
22	WRA's 29 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	10/27/2020	N/A
23	FRCP 30(b)(6) Deposition Notice Served by Plaintiff on Need More Sheep	Plaintiff	11/19/2020	N/A
24	FRCP 30(b)(6) Deposition Notice Served by Plaintiff on Ellison Ranching Company	Plaintiff	11/19/2020	N/A

Document	Party that Served	Date	Bates
FRCP 45 Subpoena of Witness served by Plaintiff on Ellison Ranching Co	Plaintiff	11/19/2020	N/A
FRCP 30(b)(6) Deposition Notice served by Plaintiff on Rafter Seven Merinos, Inc.	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on Rafter Seven Merinos	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Record served by Plaintiff Rafter Seven Merinos, Inc.	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on Need More Sheep Co., LLC	Plaintiff	11/19/2020	N/A
FRCP 30(b)(6) Deposition Notice served by Plaintiff on Silver Creek Ranch	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on Silver Creek Ranch	Plaintiff	11/19/2020	N/A
FRCP 30(b)(6) Deposition Notice served by Plaintiff on Green Goat Restoration	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on Green Goat Restoration	Plaintiff	11/19/2020	N/A
FRCP 30(b)(6) Deposition Notice served by Plaintiff on F.I.M. Corp.	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on F.I.M. Corp.	Plaintiff	11/19/2020	N/A
FRCP 30(b)(6) Deposition Notice served by Plaintiff on John Espil Sheep Co., Inc.	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on John Espil Sheep Co.	Plaintiff	11/19/2020	N/A
FRCP 30(b)(6) Deposition Notice served by Plaintiff on Eureka Livestock, LLC	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on Eureka Livestock, LLC	Plaintiff	11/19/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on Gary Snow	Plaintiff	12/11/2020	N/A
FRCP 45 Subpoena of Records served by Plaintiff on K&N Livestock, LLC	Plaintiff	12/11/2020	N/A
FRCP 30(b)(6) Deposition Notice served by Plaintiff on Southern Nevada Water Authority	Plaintiff	01/08/2020	N/A
FRCP 45 Subpoena of Witness served by Plaintiff on Southern Nevada Water Authority	Plaintiff	01/08/2020	N/A
WRA'S Amended Response to First Supplemental Response to 2 nd RFP	Plaintiff	01/08/2020	WRA 019385-WRA 019386
WRA'S 9 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	02/11/2021	WRA 019387-WRA 039840
WRA'S 10 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	03/19/2021	WRA 039841-WRA 054023
FRCP 30(b)(6) Deposition Notice served by Plaintiff on Spring Valley Associates, LLC	Plaintiff	04/14/2021	N/A

1	Document	Party that Served	Date	Bates
2	FRCP 45 Subpoena of Witness served by Plaintiff on Spring Valley Associates, LLC	Plaintiff	04/14/2021	N/A
3	FRCP 45 Subpoena of Records served by Plaintiff on Spring Valley Associates, LLC	Plaintiff	04/14/2021	N/A
4	WRA'S 11 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	04/22/2021	WRA 054024-WRA 084054
5	WRA's 12 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	05/10/2021	WRA 084055-WRA 095051
6	FRCP 45 Subpoena of Records served by Plaintiff on Need More Sheep	Plaintiff	05/25/2021	N/A
7	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Ellison Ranch	Plaintiff	05/25/2021	N/A
8	FRCP 45 Subpoena of Records served by Plaintiff on Ellison Ranch	Plaintiff	05/25/2021	N/A
9	FRCP 45 Subpoena of Records served by Plaintiff on Bonnie Little	Plaintiff	05/25/2021	N/A
10	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Silver Creek Ranch	Plaintiff	05/25/2021	N/A
11	FRCP 30(b)(6) Deposition Notice served by Plaintiff on John Espil Sheep Co., Inc	Plaintiff	05/25/2021	N/A
12	FRCP 45 Subpoena of Records served by Plaintiff on John Espil Sheep Co., Inc	Plaintiff	05/25/2021	N/A
13	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Green Goat Restoration	Plaintiff	05/25/2021	N/A
14	WRA's 13 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	06/15/2021	WRA 095051-WRA 105737
15	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Rafter Seven	Plaintiff	06/21/2021	N/A
16	FRCP 45 Subpoena of Records served by Plaintiff on Rafter Seven	Plaintiff	06/21/2021	N/A
17	FRCP 30 (b)(6) Deposition Notice served by Plaintiff on Dufurrena	Plaintiff	06/21/2021	N/A
18	FRCP 45 Subpoena of Records served by Plaintiff on Dufurrena Lands	Plaintiff	06/21/2021	N/A
19	FRCP 45 Subpoena of Records served by Plaintiff on Gary Snow	Plaintiff	06/21/2021	N/A
20	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Estill Ranches, LLC	Plaintiff	06/21/2021	N/A
21	FRCP 45 Subpoena of Records served by Plaintiff on Estill Ranches, LLC	Plaintiff	06/21/2021	N/A
22	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Borda Land and Sheep	Plaintiff	06/21/2021	N/A
23	FRCP 45 Subpoena of Records served by Plaintiff on Borda Land & Sheep Co., LLC	Plaintiff	06/21/2021	N/A
24	FRCP 30(b)(6) Deposition Notice served by Plaintiff on F.I.M.	Plaintiff	06/21/2021	N/A

1	Documents	Party that Served	Date	Bates
2	FRCP 45 Subpoena of Records served by Plaintiff on F.I.M. Corp.	Plaintiff	06/21/2021	N/A
3	FRCP 30(b)(6) (New) Deposition Notice served by Plaintiff on Dufurrena Lands	Plaintiff	06/25/2021	N/A
4	FRCP 45 (New) Subpoena of Records served by Plaintiff on Dufurrena Lands	Plaintiff	06/25/2021	N/A
5	Notice of Objections- Borda, Estill, F.I.M. and Rafter Seven	Jerry Snyder	06/30/2021	N/A
6	Errata to Notice of Objections	Jerry Snyder	07/06/2021	N/A
7	Plaintiff's Response to Deposition Objections	Western Range	07/09/2021	N/A
8	FRCP 45 Subpoena of Records served by Plaintiff on Gary Snow	Plaintiff	07/13/2021	N/A
9	FRCP 45 Subpoena of Records served by Plaintiff on John Espil Sheep Co.	Plaintiff	07/13/2021	N/A
10	FRCP 30(b)(6) Deposition Notice served by Plaintiff on John Espil Sheep Co.	Plaintiff	07/13/2021	N/A
11	Western Range Association's 14 th Supplemental Response to Plaintiff's First Request for Production	Western Range	07/27/2021	WRA 105738-WRA 109902
12	Joint Proposed Scheduling Stipulation	Both	08/13/2021	N/A
13	FRCP 45 Subpoena of Records served by Plaintiff on FIM Corp.	Plaintiff	08/16/2021	N/A
14	FRCP 30(b)(6) Deposition Notice served by Plaintiff on FIM	Plaintiff	08/16/2021	N/A
15	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Borda Land & Sheep	Plaintiff	08/16/2021	N/A
16	FRCP 45 Subpoena of Records served by Plaintiff on Borda Land & Sheep	Plaintiff	08/16/2021	N/A
17	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Rafter Seven	Plaintiff	08/16/2021	N/A
18	FRCP 45 Subpoena of Records served by Plaintiff on Rafter Seven	Plaintiff	08/16/2021	N/A
19	Joint Scheduling Stipulation and Order	Court	08/16/2021	N/A
20	Defendant Western Range Association's Third Set of Interrogatories to Plaintiff Abel Cantaro Castillo	Western Range	08/27/2021	N/A
21	First Supplement to Defendant Western Range Association's Initial Disclosures Pursuant to Fed. R. Civ. 26(a)(1)	Western Range	09/20/2021	N/A
22	Second Supplement to Defendant Western Range Association's Initial Disclosures Pursuant to Fed. R. Civ. 26(a)(1)	Western Range	09/21/2021	N/A
23	Plaintiff Abel Cantaro Castillo's Response to Defendant Western Range Association's Third Set of Interrogatories	Plaintiff	09/23/2021	N/A
24				
25				
26				
27				
28				

1	Document	Party that Served	Date	Bates
2	Plaintiff Abel Cantaro Castillo's Supplemental Response to Defendant Western Range Association's Third Set of Interrogatories	Plaintiff	09/30/2021	N/A
3				
4	Plaintiff Abel Cantaro Castillo's Second Supplemental Response to Defendant Western Range Association's Third Set of Interrogatories	Plaintiff	10/01/2021	N/A
5				
6	Third Supplement to Western Range Association's Initial Disclosures	Western Range	10/08/2021	WRA 109903- WRA 109905
7	Western Range Association's Third Set of Requests for Admission to Plaintiff	Western Range	10/11/2021	N/A
8	Western Range Association's Fourth Set of Request for Production to Plaintiff	Western Range	10/11/2021	N/A
9	Notice of Deposition of Jeffrey S. Petersen, Ph.D.- served by Defendant	Western Range	10/14/2021	N/A
10	Notice of Deposition of Dwight D. Steward, Ph.D.- served by Defendant	Western Range	10/14/2021	N/A
11				
12	Amended Notice of Deposition of Jeffrey S. Petersen, Ph.D.- served by Defendant	Western Range	10/21/2021	N/A
13	Amended Notice of Deposition of Dwight D. Steward, Ph.D.- served by Defendant	Western Range	10/21/2021	N/A
14	Fourth Supplement to Defendant's FRCP 26 (a)(1) Disclosures	Western Range	10/27/2021	WRA 109906 WRA 109907
15	Fifth Supplement to Defendant's FRCP 26(a)(1) Disclosures	Western Range	10/28/2021	WRA 109908- WRA 109910
16	Notice of Deposition of William Payne, Ph.D. served by Plaintiff	Plaintiff	11/01/21	N/A
17	Subpoena Duces Tecum- William Payne, Ph.D. served by Plaintiff	Plaintiff	11/01/21	N/A
18				
19	Plaintiff's Response to Third Set of Interrogatories	Plaintiff	11/02/21	P 002077- P 002079
20	Plaintiff's Response to Fourth Set of Request for Production	Plaintiff	11/02/21	P 002080- P 002086
21	WRA's 6 th Supplemental Disclosure	Plaintiff	11/10/21	WRA 109911- WRA 109916
22	WRA's 7 th Supplemental Disclosure	Plaintiff	11/12/21	WRA 109917- WRA 109930
23	WRA's 8 th Supplemental Disclosure	Western Range	11/19/21	WRA 109931- WRA 109944
24	WRA's 9 th Supplemental Disclosure	Western Range	11/29/21	WRA 109945- WRA 109953
25	WRA's 10 th Supplemental Disclosure	Western Range	12/03/21	WRA 109954- WRA 109957
26				
27	WRA's 31 st Supplemental Response to Plaintiff's Second Set of Interrogatories	Western Range	12/03/21	N/A
28	WRA's 15 th Supplemental Response to Plaintiff's First Request for Production	Western Range	12/06/21	WRA 109906- WRA 109957

Documents	Party that Served	Date	Bates
WRA's 11 th Supplemental Disclosure	Western Range	12/10/21	WRA 109958- WRA 109963
WRA's 16 th Supplemental Response to Plaintiff's First Request for Production	Western Range	12/16/21	WRA 109906- WRA 109963
WRA's 17 th Supplemental Response to Plaintiff's First Request for Production	Western Range	2/17/22	WRA 109964- WRA 110277
WRA's 32 nd Supplemental Response to Plaintiff's Second Set of Interrogatories	Western Range	2/18/22	N/A
WRA's 6 th Supplemental Response to Plaintiff's Second Set of Interrogatories	Western Range	2/18/22	N/A

4. To date, Plaintiff has taken 16 non-party member depositions plus the FRCP 30(b)(6) Person Most Knowledgeable from Western Range. This exceeds the 10 allowable pursuant to FRCP 30(b)(2)(A)(i), but Western Range agreed to this on Plaintiff's request.

5. Plaintiff has produced two Expert Witness Reports, both of which experts have been deposed.

6. Plaintiff has deposed Western Range's Expert Witness Dean of UNR Dept of Agriculture Dr. William Payne.

DATED this 25 day of March, 2022.


ELLEN JEAN WINOGRAD, ESQ.

EXHIBIT 2

EXHIBIT 2

1

2

3

4

5

6

IN THE UNITED STATES DISTRICT COURT

7

FOR THE DISTRICT OF NEVADA

8

-oOo-

9

ABEL CANTARO CASTILLO; ALCIDES
INGA RAMOS; RAFAEL DE LA CRUZ,
and those similarly situated,

Case No.

3:16-cv-00237-MMD-VPC

10

11

Plaintiffs,

12

vs.

13

WESTERN RANGE ASSOCIATION;
EL TEJON SHEEP COMPANY; MELCHOR
GRAGIRENA; MOUNTAIN PLAINS
AGRICULTURAL SERVICE; and ESTILL
RANCHES, LLC,

15

16

Defendants.

17

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18

VIDEOTAPED DEPOSITION VIA ZOOM VIDEOCONFERENCE OF

19

ABEL CANTARO CASTILLO

20

VOLUME I

21

Wednesday, June 24, 2020

22

Reno, Nevada

23

24

Job No. 633092

25

Reported By: PEGGY B. HOOGS, CCR #160, RDR, CRR

1 -oOo- APPEARANCES -oOo-

2

3 FOR THE PLAINTIFFS:

4 TOWARDS JUSTICE

5 By: ALEXANDER HOOD, ESQ.
6 1535 High Street, Suite 300
7 Denver, Colorado 80218

8 FOR THE DEFENDANTS:

9 WOODBURN WEDGE

10 By: ELLEN JEAN WINOGRAD, ESQ.
11 KELSEY GUNDERSON, ESQ.
12 6100 Neil Road, Suite 500
13 Reno, Nevada 89511

14

15

16 THE INTERPRETER:

17

18 OLIVIA BEAUFORD

19

20

21 THE VIDEOGRAPHER:

22

23 DANIEL PAYAN

24

25

ALSO PRESENT:

JOSE TAFOYA

20 MONICA YOUREE
21 JESUS LOAYZA

22 JHON FRANKLIN CANTARO BONIFACIO
23
24
25

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1 not work.

2 Q Let's make this easier, then.

3 During your valid H-2A visa for nonimmigrant
4 temporary shepherding agricultural work, did you work
5 anywhere other than El Tejon Sheep Company?

6 MR. HOOD: I again would instruct my client to
7 not respond -- and, again, not responding means saying
8 nothing -- if it reveals your physical location after
9 leaving El Tejon Sheep Company.

10 MS. WINOGRAD: I understand your objection,
11 Mr. Hood. I am going to repeat the question because I
12 was not asking about that.

13 BY MS. WINOGRAD:

14 Q My question was, for the duration when you had
15 a valid H-2A visa that allowed you to work as a
16 shepherd in temporary nonimmigrant labor, did you work
17 anywhere other than El Tejon Ranch?

18 MR. HOOD: I'll make the same objection, and I
19 would instruct my client not to answer to the extent it
20 reveals his physical location after he left El Tejon
21 Ranch, but I would otherwise instruct him to answer.

22 BY MS. WINOGRAD:

23 Q Please answer.

24 A No.

25 Q When did you leave El Tejon Sheep Company?

1 A June 2016. The first -- the first weeks of
2 June 2016.

3 Q During what years did you work at El Tejon
4 Sheep Company?

5 A 2007 up to 2016, to the date of 2016.

6 Q Who is Estill Ranches?

7 A Excuse me. I want to clarify. I have
8 forgotten a little bit. To the -- to the first week of
9 June, that's where I worked, yes.

10 Q So that we have a good --

11 MR. HOOD: Objection as to translation.

12 BY MS. WINOGRAD:

13 Q So that we have a good record, I am going to
14 ask the question again, the one that I understand
15 Mr. Hood may have objected to, and his objection is duly
16 noted, but my question is, during what years did you work
17 at the El Tejon Ranch?

18 A 2007 to 2014 [sic], to the first week of June.

19 Q Thank you.

20 Who is Estill Ranches?

21 A I don't understand.

22 Q Have you ever heard of Estill Ranches?

23 A No.

24 Q When you worked at El Tejon, did your pay come
25 from El Tejon?

1 BY MS. WINOGRAD:

2 Q You answered a moment ago that you were not
3 aware that Western Range Association offered to settle
4 this matter with you for \$30,000; correct?

5 A Yes. Correct.

6 Q Is it your testimony as you sit here today that
7 Western Range Association owes you more than 105,200 sol?

8 A I am not in agreement with that.

9 Q It wasn't anything to agree. I am asking
10 you --

11 THE INTERPRETER: I'm sorry. At the same time.

12 MS. WINOGRAD: My apologies.

13 THE INTERPRETER: It's okay.

14 BY MS. WINOGRAD:

15 Q As you sit here today, is it your position, yes
16 or no, that Western Range Association owes you more than
17 \$30,000 or 105,200 soles?

18 A Yes. Yes, but it's a very small amount. It's
19 very little amount.

20 Q How much, as you sit here today, does Western
21 Range Association owe you?

22 A Because the work that I had, it's a lot, it's
23 24 hours. I worked during the 24 hours, all day and all
24 night. It's very little money that Western Range offers
25 me.

1 MR. HOOD: Objection as to translation. There
2 was a lot missed.

3 MS. WINOGRAD: Let me make sure because he
4 didn't answer the question that I asked.

5 BY MS. WINOGRAD:

6 Q My question was, how much does Western Range
7 Association owe you?

8 MR. HOOD: Objection.

9 THE WITNESS: For my hours of work, all the
10 expenses that I --

11 BY MS. WINOGRAD:

12 Q Are you finished with your answer?

13 A Yes.

14 Q How much --

15 MR. HOOD: Objection.

16 THE WITNESS: I cannot say the amount, but --

17 BY MS. WINOGRAD:

18 Q But it's more than --

19 MR. HOOD: Objection to translation.

20 THE INTERPRETER: I can't hear. I can't hear.

21 MR. HOOD: We're missing a lot of words here.

22 I can hear perfectly, and we're missing like half of
23 answers.

24 THE INTERPRETER: I cannot hear the latter part
25 of what he says because he tapers off.

1 THE WITNESS: Yes.

2 BY MS. WINOGRAD:

3 Q Slow, please. Slow, please.

4 MR. HOOD: I'd instruct my client to repeat his
5 answer slowly.

6 BY MS. WINOGRAD:

7 Q Let me clarify something.

8 This is not a conversation because we have a
9 court reporter, so I break up my questions into sections,
10 and you need to please not give long answers but break
11 your answers up so that we get a good record.

12 And you have been instructed by your counsel to
13 go ahead and answer.

14 A I cannot tell you the amount, Miss. I see the
15 attorneys that help me in that.

16 Q Okay. So as you sit here today, you don't have
17 a number amount; correct?

18 THE INTERPRETER: It's too mumbly. I can't
19 hear.

20 MR. HOOD: I totally disagree. He's very clear
21 on my end. I mean, I'd be happy to translate his answer
22 if you'd like me to. I can hear him very clearly.

23 I will instruct him during the break to try and
24 talk -- speak more slowly and to leave time for the
25 translator.

1 MR. HOOD: I disagree and -- could we go off
2 the record? We don't need -- this does not need to be on
3 the record and it's taking a lot of time because we're
4 translating.

5 MS. WINOGRAD: It is, but I never got an answer
6 to my question.

7 MR. HOOD: He answered your question multiple
8 times. I understand you didn't get the answer you
9 wanted, but --

10 MS. WINOGRAD: No, I didn't get any answer.
11 Let me try it a different way once it's a yes-or-no
12 question.

13 MR. HOOD: Ellen, could I instruct him just on
14 the record through the translator with respect to
15 breaking up his answers? Ellen, is that okay, if I speak
16 directly to my client to give that instruction?

17 MS. WINOGRAD: Not on the record, but I'm going
18 to ask the question a little differently.

19 BY MS. WINOGRAD:

20 Q Is it accurate that as you sit here today you
21 have not calculated how much you believe Western Range
22 Association owes you?

23 MR. HOOD: Objection to form and foundation.

24 THE WITNESS: The amount?

25 /////

1 BY MS. WINOGRAD:

2 Q Correct. Have you calculated it?

3 A The amount is done by the attorney, Miss, his
4 personnel. I don't know is a lot or little. With the
5 help of the attorney, Miss.

6 Q Okay. Fair enough.

7 MR. HOOD: Objection to translation.

8 BY MS. WINOGRAD:

9 Q You, Mr. Cantaro, have not calculated it;
10 correct?

11 A Correct.

12 MS. WINOGRAD: Now we go off the record.

13 THE VIDEOGRAPHER: Off the record. The time is
14 11:44 a.m.

15 (A recess was taken.)

16 THE VIDEOGRAPHER: We are back on the record.
17 The time is 12:33 p.m.

18 BY MS. WINOGRAD:

19 Q Okay. We've all taken a break, and one of the
20 things I'm going to -- two things I'm going to reiterate
21 is, Mr. Cantaro, if you need a break for any reason,
22 including a drink of water or the restroom, then let me
23 know, please, and if there's a question pending, you'll
24 be required to answer it, but you are absolutely entitled
25 to any breaks you need.

1 And now you can see me, I assume?

2 A Yes.

3 Q Great. Let's go back on the record, then.

4 Actually, that was on the record, wasn't it?

5 We just talked about that. Oh, yay.

6 Okay. I'm going to start with a few questions,
7 and then we're going to go to documents.

8 And we've tested the document share, Mr. Hood?

9 MR. HOOD: You've done it with Abel in practice
10 sessions on his technology, and we just, both with you
11 here and without you, just with the court reporter, and
12 it is working, yes.

13 MS. WINOGRAD: Excellent.

14 BY MS. WINOGRAD:

15 Q Here's the reminder I'm going to give you again
16 on the record, and that is, please break up your answers.
17 Speak slowly. It is not conversational because it's
18 going into the record, and I will tell you it's human
19 nature to just speak in long sentences. I do it. So I
20 will remind you if the answer is too long before I get a
21 translation. Okay?

22 A That's fine.

23 Q Who is William Archi Lozano?

24 A It's a co-worker.

25 Q Did he have the same position that you had?

1 A Yes. At the ranch.

2 Q Is he an honest and truthful person?

3 A Yes.

4 Q Did his duties differ from yours in any
5 significant ways?

6 A Yes.

7 Q How so?

8 A At work, he worked with the car, he had
9 provisions, and he would bring -- he would bring us
10 medicine for the sheep.

11 Q Were there any other things that he did that
12 you --

13 A No.

14 Q Were there any things that you did that he
15 didn't?

16 A Yes.

17 Q What things did you do that he did not?

18 A I was a parishioner --

19 THE INTERPRETER: I'm sorry. I do not know
20 what that means.

21 THE WITNESS: I saved the babies, yeah.

22 BY MS. WINOGRAD:

23 Q Lambing?

24 A Yes.

25 Q Is there anything else that you did that he

1 didn't do besides the lambing?

2 A No.

3 Q Are you aware that -- let me ask you this: Did
4 you work -- go ahead -- did you work more hours than
5 Mr. Archi Lozano?

6 A We all worked the same hours.

7 Q Okay. So you didn't work any more than he did?

8 A No.

9 Q And he didn't work any more than you did?

10 A We all worked the 24 hours, all the guards --
11 guarding.

12 MR. HOOD: Objection to translation.

13 THE INTERPRETER: All guarding, as sheepherders
14 all the time.

15 BY MS. WINOGRAD:

16 Q Did you receive two weeks of paid vacation each
17 year?

18 A Yes.

19 Q Did you receive any discretionary bonuses
20 during your time at El Tejon?

21 A Yes.

22 Q If Mr. William Archi Lozano indicated that he
23 worked an average of eight hours per day, do you believe
24 he was lying?

25 MR. HOOD: Objection to form and foundation.

1 THE WITNESS: We all worked 24 hours
2 as sheep -- as guardian. That's the way the work was.

3 BY MS. WINOGRAD:

4 Q You were on call 24 hours; correct?

5 MR. HOOD: Objection to form and foundation.

6 THE WITNESS: Yes.

7 BY MS. WINOGRAD:

8 Q Did you ever sleep?

9 A I was sleeping, but I was spending as being a
10 guard. It's a lot.

11 Q Fair enough. And did you ever take --

12 THE INTERPRETER: I'm sorry. That question
13 broke up. Can you repeat that?

14 MS. WINOGRAD: I interrupted him. I'm sorry.
15 My apologies.

16 BY MS. WINOGRAD:

17 Q Did you ever take naps during the day?

18 A Twenty minutes or so, around there.

19 Q If Mr. William Archi Lozano indicated that he
20 worked eight hours per day, was he lying?

21 MR. HOOD: Objection to form and foundation.

22 THE WITNESS: Miss, he -- pardon me. Miss, he
23 only --

24 THE INTERPRETER: He's really breaking up.

25 /////

1 BY MS. WINOGRAD:

2 Q Slower, please. Slower, please, and divide
3 your answer.

4 A Twenty-four hours we all worked.

5 Q I understand your answer on that, but that
6 wasn't -- but that was not my question.

7 My question is, if he indicated that he worked
8 eight hours per day on average, was he lying?

9 MR. HOOD: Objection to form and foundation.

10 MS. WINOGRAD: Your objection is preserved.
11 I'm sorry.

12 MR. HOOD: I'm sorry, Ellen. Yeah, I
13 understand. I apologize.

14 THE WITNESS: Yes.

15 BY MS. WINOGRAD:

16 Q He was lying?

17 A Yes.

18 Q Who is Gilmar Jhonny Melo Castillo?

19 A From another ranch.

20 Q Did you ever work with him?

21 A No.

22 Q Did you know him?

23 A No.

24 Q Who is Filomeno Leonardo Lapa Pomahuali? And I
25 am butchering the name.

1 A May 2014?

2 Q Yes. He did?

3 MR. HOOD: Objection to translation.

4 THE WITNESS: I don't remember.

5 BY MS. WINOGRAD:

6 Q So you don't remember Mr. Ascanoa Alanya?

7 A I don't remember, Miss.

8 Q And you don't remember anybody by the name of
9 Elias Maximo?

10 A No.

11 Q Who is Isario Yauri Garcia?

12 A He is -- he is a co-worker, a worker at
13 El Tejon.

14 Q Did you work at the same time that he did?

15 A Yes.

16 Q Was he an honest and truthful man?

17 A Yes.

18 Q In what ways, if any, were his job duties
19 different than yours?

20 A He was a person in charge at the ranch.

21 Q He was a supervisor?

22 A Simply -- he was in charge.

23 Q Did he work more hours than you?

24 A At the ranch? He worked more than eight hours
25 because we worked different.

1 Q Okay. I believe my question was, did he work
2 more hours than you?

3 A At the ranch, yes.

4 Q What was your understanding of his job duties?

5 A He did everything that the boss did and -- and
6 feed the dogs and water the alfalfa.

7 Q Anything else?

8 A That's all.

9 Q Were there any things that you --

10 A The cleaning in general.

11 Q Okay. Were there any things that you did that
12 he didn't do?

13 A He also did what I did. He also helped in the
14 birthing.

15 Q In your lawsuit against Western Range
16 Association and El Tejon, you alleged that you were paid
17 below Nevada's minimum wage.

18 A The pay was 1,422.

19 Q Yes. What was Nevada's minimum range during
20 the times that you were in Nevada working at El Tejon?

21 A They would pay us -- they would pay us that
22 amount.

23 Q What amount?

24 A 1,422.

25 Q Okay. I believe my question was, what was

1 Nevada's minimum wage during the time frame when you were
2 working at El Tejon Ranch?

3 MR. HOOD: Objection to form.

4 THE WITNESS: I could not tell you.

5 BY MS. WINOGRAD:

6 Q You have alleged that you were paid less than
7 or below Nevada's minimum wage.

8 How do you know that if you don't know what
9 Nevada's minimum wage was at the time you worked here?

10 MR. HOOD: Objection. To the extent that the
11 response requires him to reveal discussions with his
12 attorney, I'd instruct him not to answer. To the extent
13 he can answer without revealing discussions with his
14 attorneys, I instruct him to answer.

15 THE WITNESS: Yes.

16 MR. HOOD: But I don't think -- otherwise I
17 instruct him to answer.

18 THE WITNESS: Yes. I worked 24 hours in
19 Nevada, and they paid me 1,422, but that didn't count the
20 hours that I worked.

21 BY MS. WINOGRAD:

22 Q Okay. I understand that.

23 Without telling me anything that was knowledge
24 based upon anything your attorney told you, what makes
25 you think, without knowing what Nevada's minimum wage

1 was, that you were paid less than Nevada's minimum wage?

2 A The work hours -- according to the -- they
3 should pay me for the hours worked, but they did not pay
4 me according to the hours worked because I worked -- I
5 worked 24 hours.

6 Q Were you working when you were sleeping?

7 A I was always -- I was always on guard.
8 Sometimes I would not sleep.

9 Q So of those 24 hours every day when you --

10 A Every day. There's no rest. Not one day. Not
11 one day.

12 Q I didn't finish my question. Let me start it
13 again.

14 A Okay. Ask me again.

15 Q Of the 24 hours that you worked every single
16 day, did you take meals?

17 A Every night.

18 THE INTERPRETER: Finish the question.

19 MS. WINOGRAD: I did.

20 THE INTERPRETER: I'm sorry. He spoke a little
21 bit ahead.

22 MS. WINOGRAD: My bad. Try again.

23 BY MS. WINOGRAD:

24 Q Of the 24 hours a day that you worked every
25 single day, did you take meals?

1 A Yes.

2 MR. HOOD: Ellen, could I go off the record for
3 one minute? My children just turned music on very
4 loudly, and I'd like to go tell them to turn it down. I
5 apologize.

6 MS. WINOGRAD: No worries. Go ahead.

7 THE VIDEOGRAPHER: Off the video record at
8 1:02 p.m.

9 (A recess was taken.)

10 THE VIDEOGRAPHER: We are back on the record.
11 The time is 1:03 p.m.

12 MS. WINOGRAD: I am going to disclose to
13 Mr. Hood that while we were off the record for the short
14 period of time, Olivia thanked Mr. Cantaro for being
15 slower and for breaking up his answers.

16 MR. HOOD: Thank you for disclosing that, and
17 we are all trying.

18 MS. WINOGRAD: And I thank you as well.

19 BY MS. WINOGRAD:

20 Q How many days on average did you work in Nevada
21 in any given calendar year when you were with El Tejon?

22 A I worked from April until the end of the month
23 of September in Nevada.

24 Q So is it accurate that you worked approximately
25 five months per year in Nevada?

1 A Six months.

2 Q I can't count.

3 A Half a year in Nevada and California.

4 Q Did you work anywhere besides California and
5 Nevada?

6 A No.

7 Q Where in Nevada did you work?

8 A In Nevada.

9 Q Big state.

10 A Spring Ranch. Spring Ranch. That's the --
11 that's the Sierra of the company home chief -- Mesquite.

12 Q Mesquite?

13 A Moss Creek.

14 Q Was it Northern Nevada or Southern Nevada?

15 A Let's see.

16 Q Was it in the desert?

17 A Mountain.

18 Q Was it in the mountains of the Mohave Desert?

19 THE INTERPRETER: You're breaking up. I didn't
20 hear that question.

21 MS. WINOGRAD: I didn't hear the answer either.

22 BY MS. WINOGRAD:

23 Q Was it in the mountains of the Mohave Desert?

24 A Also Mohave and also in the mountains of -- in
25 Nevada itself.

1 Q Including the Sierra Nevadas?

2 A Sierra Nevada, yes.

3 Q And the mountains in Mohave also?

4 MR. HOOD: Objection. Foundation.

5 BY MS. WINOGRAD:

6 Q Is the weather different, based upon your
7 observation, between the mountains in the Mohave Desert
8 and the Sierra Nevadas?

9 A In Nevada, I was there six months, all the
10 time.

11 Q Okay.

12 THE INTERPRETER: If I may, when we say "the
13 weather," we say "tiempo," and I think he misunderstood
14 as in duration, and we need to clarify climatewise?

15 MS. WINOGRAD: Let me ask it better, then.
16 We'll start all over on that one.

17 THE INTERPRETER: Okay.

18 BY MS. WINOGRAD:

19 Q Is it warmer in Southern Nevada in the Mohave
20 Desert than it is in the Sierra Nevadas?

21 A Nevada is colder.

22 Q Okay. But as between the two places you
23 identified?

24 THE INTERPRETER: That kind of broke up.

25 BY MS. WINOGRAD:

1 BY MS. WINOGRAD:

2 Q My question was, were you working at El Tejon
3 when you went to the dentist?

4 A No. I left there.

5 Q Approximately when did you leave El Tejon?
6 You've given me the date of June 10, 2014. Is that your
7 last date?

8 A Yes.

9 Q Why did you leave El Tejon?

10 A I already explained it to you, Miss.

11 Q No, you didn't.

12 MR. HOOD: Objection.

13 THE WITNESS: I told you I had the accident
14 with the molar, all of that.

15 BY MS. WINOGRAD:

16 Q Okay. You explained that you had an accident,
17 and then after that you had a problem with your tooth,
18 and they happened at different times; correct?

19 A When I had my infected tooth, those days --
20 those days -- the 10th of June I left with the infected
21 tooth.

22 Q I understand that.

23 Was the infected tooth related to the accident,
24 if you know?

25 A No.

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF WASHOE)

4 I, PEGGY B. HOOGS, a Certified Court Reporter
5 in and for the State of Nevada, do hereby certify:

6 That on Wednesday, the 24th day of June, 2020,
7 at Woodburn and Wedge, 6100 Neil Road, Suite 500, Reno,
8 Nevada, remotely appeared via Zoom videoconference
9 ABEL CANTARO CASTILLO, who was duly sworn by me and
10 deposed in the matter entitled herein;

11 That I am not a relative, employee or
12 independent contractor of counsel for any of the parties,
13 or a relative, employee or independent contractor of any
14 of the parties to the proceedings, or a person
15 financially interested in the proceedings;

16 That said deposition was taken in verbatim
17 stenographic notes by me, a Certified Court Reporter, and
18 transcribed into typewriting as herein appears;

19 That the foregoing transcript, consisting of
20 pages 1 through 130 of the deposition, is a full, true
21 and correct transcription of my stenographic notes of
22 said deposition.

23 Dated at Reno, Nevada, this 8th day of July,
24 2020.

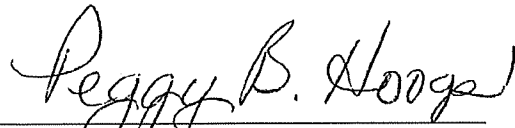
25 
Peggy B. Hoogs
CCR #160, RDR, CRR

EXHIBIT 3

EXHIBIT 3

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1 Form 790 and 9142 are processed for Labor Certification. Second, certain requirements are contained within
2 the government produced forms, including the requirement that H-2A Range livestock employees are
3 deemed to be "on-call 24 hours per day, 7 days a week". Member deposition testimony and their declarations
4 submitted herewith illustrate that hours actually worked vary from ranch to ranch and from herder to herder.
5 The job orders themselves and H-2A contracts were addressed by the 10th Circuit Court of Appeals in *Llacua*
6 *v. Western Ranch Association, et al.*, 930 F. 3d 1161(10th Cir. 2019) and in 2019 the Court referred to special
7 procedures governing the minimum wage for H-2A sheep herders.

8 7. The actual job duties and wages vary between and among the various member ranches
9 (both within and outside of Nevada) and in many cases, vary within a given Nevada Ranch based upon
10 geography, topography, climate, band size, type of animal and member ranch procedures.

11 8. The number of hours worked by H-2A Range Herders varied and were individual between
12 and among the ranches even within Nevada.

13 9. The DOL has determined that regardless of wage rates, H-2A Range Livestock Herders are
14 deemed to work a 48-hour work week. See 20 CFR § 655.122 and DOL comments and decisions. Declarant
15 is informed by herders and Nevada Member Ranches, that worker's hours vary greatly, dictated by
16 numerous factors.

17 10. In declarant's capacity as Executive Director of Western Range Association, declarant's
18 review of records, declarant's participation in DOL trainings, and meeting presentations, declarant's
19 discussions with DOL supervisors and declarant's personal knowledge gained through visitation of numerous
20 Member Ranches in Nevada and elsewhere, it should be abundantly clear to anyone with Agricultural and
21 Range Livestock experience, that there is no prototypical H-2A herder (sheep or goat) under the H-2A Non-
22 Immigrant, Temporary Range Livestock program; each herder has highly individualized actual duties.

23 11. In cases in which DOL-ETA finds that a Western Range submitted application has errors in
24 job description, wage rates or housing, it issues an "exception" which Western Range and/or the member
25 then corrects. ETA does this with the State SWA. According to regulation the SWA reviews the application
26 for wage and working conditions to be within the State Law (DETR). There has never been a wage rate
27 exception issued for a Nevada operation, except a single matter in which the member ranch was in Nevada,
28 but grazed some months in California, a contiguous state.

EXHIBIT 4

EXHIBIT 4



United States Dept. of Homeland Security
California Service Center
Attn: Div X/BCU ACD
P.O. Box 30050
Laguna Niguel, CA 92607-3004

Dear Sirs:

Please be advised that we are placing the following named individual under the jurisdiction of the Bureau of Citizenship and Immigration Service as of this date **June 11th, 2014**. We did remove him from our list of contract herders working for Western Range Association. He has violated the terms of his contract and is in the United States in violation of his status.

NAME: **Abel Cantaro Castillo**
DATE OF BIRTH: **10/26/1968**
ARRIVAL DATE: **10/26/2013**
SSN: [REDACTED]

FILE# **WAC13 181 50859**
PLACE OF BIRTH: **Peru**
I-94: **09939600030**

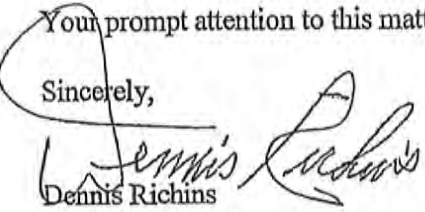
Last assigned member of Western Range Association:

EL TEJON SHEEP CO
13950 OLD RIVER ROAD
BAKERSFIELD, CA 93311

Other comments: This worker abandoned his place of employment without notifying his employer or Western Range Association on **June 8th, 2014**.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,


Dennis Richins
Executive Director

cc: State Office- California
Region- Chicago
USCIS- Laguna Niguel

CONFIDENTIAL

1245 East Brickyard Road, Suite 190, Salt Lake City, Utah 84106

ph: (801) 486-2004

fax: (801) 486-2215

WRA000266
RA 02149

EXHIBIT 5

EXHIBIT 6

1 Complaint. Since then, Defendants have filed new motions to dismiss, with replies in support
2 thereof set to be filed on January 26, 2017 pursuant to the Court's Order (ECF No. 84) approving
3 the parties' stipulation. The pendency of such motions is not considered to impact the parties'
4 ability to comply with a case management order.

5 **VIII. STATUS OF ANY RELATED CASES**

6 Claims against MPAS under Nevada minimum wage law were included in *Llacua et al. v.*
7 *Western Range Association et al.*, 1:15-cv-01889-REB-CBS (D. Colo. 2015), which complaint
8 was dismissed on other grounds. A motion to file an amended complaint is currently pending, and
9 plaintiffs in that action have stated their intention to take steps to exclude the Nevada minimum
10 wage claims from the amended complaint.²

11 **IX. DISCUSSION OF NECESSARY DISCOVERY**

12 A. The extent, nature and location of discovery anticipated.

13 Plaintiffs are in possession of few, if any, documents. Plaintiffs will seek policies,
14 procedures, and other documents concerning Defendants' agreements with Plaintiffs and putative
15 class members under H2A regarding compensation and other terms and conditions of
16 employment; Defendants' agreements with each other regarding the employment of Plaintiffs and
17 putative class members; the job duties performed by Plaintiffs and those similarly situated and the
18 degree of control exercised by each Defendant over the terms and conditions of employment.
19 Plaintiffs further seek all pay records, including the number of hours Plaintiffs and the putative
20 class members are recorded as having worked and the amount of pay Plaintiffs and each putative
21 class member received over the relevant time period. Plaintiffs believe that all these documents
22 should be in Defendants' sole possession.

23 Plaintiff Cántaro informed Defendants WRA, El Tejon and Gragirena on October 10, 2016
24 that he expected to leave the United States in the near future and offered to appear for deposition

25
26 ² Defendants Western Range Association, MPAS and Estill Ranches were named parties in
27 the (dismissed) *Llacua et al. v. Western Range Association et al.* matter, wherein Plaintiffs were
28 represented by Alexander Hood, one of Plaintiffs' counsel in the instant matter.

1 in November, prior to his return to Peru. Defendants were unable to take his deposition at that
2 time due to scheduling conflicts and due to this Court's order that no depositions would be taken
3 prior to January 1, 2017. Plaintiff Ramos is also currently in Peru. Plaintiffs proposed video
4 depositions as an alternative. Defendants have expressed concern about the efficacy of video
5 depositions. The parties are continuing to discuss the location and method of taking depositions of
6 the Plaintiffs.

7 WRA documents are largely located in Twin Falls, Idaho and/or Salt Lake City, Utah.
8 Defendant WRA will seek all documentation from Plaintiffs related to their employment,
9 including employment predating and subsequent to the employment at issue, and current and past
10 passport, visa, and immigration documents.

11 Documents in the possession of Defendant John Estill and Estill Ranches, LLC are
12 primarily in paper format (not electronic) and located in Reno, Nevada.

13 The documents in the possession of Defendants El Tejon and Mr. Gragirena are not
14 believed to be voluminous.

15 Defendant MPAS will seek all documents from Plaintiffs related to their employment and
16 recruitment and depose Plaintiffs. Depending on whether class certification is granted and the
17 number of employees in the class, Defendant MPAS will seek to take representative discovery
18 related to the class.

19 B. Withholding of privileged information.

20 When, in response to a discovery request, any party withholds responsive, otherwise
21 discoverable information based on privilege the party must comply with Fed. R. Civ. P. 26(b)(5).
22 Specifically, the party must expressly claim that the information is privileged, and, without
23 revealing information that is itself privileged or protected, provide the parties with a privilege log
24 describing the type of the document not produced or disclosed, the name of the document author,
25 the name(s) of the document recipients, the document date, the title or description of the
26 document, the subject matter of the document, and the privilege claimed. The parties agree that
27 attorney-client communications concerning this litigation or attorney work-product related to this
28

1 DATED this 6th day of January 2017.

Respectfully submitted,

2 /s/Christine E. Webber

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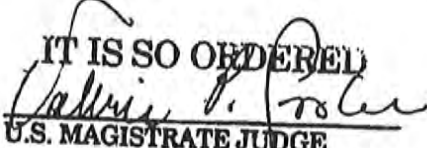
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bdorminey@bellsouth.net

*Attorneys for Defendant
Mountain Plains Agricultural Service*

21 IT IS SO ORDERED
22 
23 U.S. MAGISTRATE JUDGE

24 DATED: January 13, 2017

Pretrial Motions / Injunctive Relief3:16-cv-00237-RCJ-CLB Castillo v. Western Range Association et al

United States District Court

District of Nevada

Notice of Electronic Filing

The following transaction was entered by Winograd, Ellen on 5/18/2022 at 5:44 PM PDT and filed on 5/18/2022

Case Name: Castillo v. Western Range Association et al**Case Number:** 3:16-cv-00237-RCJ-CLB**Filer:** Western Range Association**Document Number:** 310**Docket Text:***[300] Mx for Summary Judgment - under seal!*

SEALED REPLY to Response to [299] Motion for Leave to File Document by Defendant Western Range Association. (Attachments: # (1) Exhibit, # (2) Exhibit, # (3) Exhibit, # (4) Exhibit, # (5) Exhibit) (Winograd, Ellen)

3:16-cv-00237-RCJ-CLB No electronic public notice will be sent because the case/entry is sealed.

The following document(s) are associated with this transaction:

Document description:Main Document**Original filename:**n/a**Electronic document Stamp:**

[STAMP dcecfStamp_ID=1101333072 [Date=5/18/2022] [FileNumber=10688978-0] [4a381a6875427d778cf307d111ea0e4c62c23b9938b03c3fdebc26d5ff9dd40b223c051ce395dbf38e4a2e92361c1ed8624a5ea2dc081ea5581216605a15c074]]

Document description:Exhibit**Original filename:**n/a**Electronic document Stamp:**

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Document description:Exhibit

Original filename:n/a

Electronic document Stamp:

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Document description:Exhibit

Original filename:n/a

Electronic document Stamp:

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EXHIBIT 1

EXHIBIT 1

DECLARATION OF ELLEN JEAN WINOGRAD

I, Ellen Jean Winograd, declare under the penalty of perjury the following:

1. I am an attorney licensed to practice law and am counsel of record for Defendant Western Range Association.

2. All documents attached to Western Range Association's Summary Judgment Motion are true and correct copies of the documents they purport to be.

3. To exemplify to this Court the nature and extent of prolonged Discovery completed, the following is a current index of Discovery in this matter. The information referenced in Defendant Western Range's document productions includes over 110,000 pages of documents produced by Western Range, as well as approximately 2000 pages produced by Plaintiff.

Document	Party that Served	Date	Bates
Defendant WRA Documents Produced in Initial and First Supplemental Disclosures	Western Range	2016/2017	WRA 00001-WRA 03083
Defendant WRA (Amended) First Set of Interrogatories to Plaintiff Castillo	Western Range	11/1/2019	N/A
Defendant WRA (Amended) First Set of RFA to Plaintiff Castillo	Western Range	11/1/2019	N/A
Defendant WRA (Amended) First Set of RFP to Plaintiff Castillo	Western Range	11/1/2019	N/A
Notice of Deposition of Plaintiff Abel Cantaro Castillo	Western Range	11/1/2019	N/A
Plaintiffs' Second RFP to WRA	Plaintiff	12/10/2019	N/A
Plaintiffs' Second Set of Interrogatories WRA	Plaintiff	12/11/2019	N/A
Plaintiffs' Response to WRA (Amended) First Set of RFP	Plaintiff	12/23/2019	N/A
Plaintiffs' Response to WRA (Amended) First Set of RFA	Plaintiff	12/23/2019	N/A
Plaintiffs Production	Plaintiff	1/22/2020	P 000001-P 000027
Plaintiffs First Request for Admissions to WRA	Plaintiff	1/22/2020	N/A
Plaintiffs Third Set of Interrogatories to WRA	Plaintiff	1/22/2020	N/A
Plaintiffs Second Request for Production to WRA	Plaintiff	1/22/2020	N/A
Amended Notice of Deposition of Plaintiff Abel Cantaro Castillo	Western Range	1/29/2020	N/A
WRA's Responses to Plaintiffs Second Set of Interrogatories	Western Range	1/31/2020	N/A
WRA's Responses to Plaintiffs Second Request for Production	Western Range	1/31/2020	N/A

Document	Party that Served	Date	Bates
FRCP 30(b)(6) Deposition Notice served by Plaintiff on Western Range Association	Plaintiff	2/10/2020	N/A
WRA's Response to Plaintiff's 1 st Set of RFA	Western Range	2/20/2020	N/A
WRA's Response to Plaintiff's 2 nd RFP	Western Range	2/21/2020	N/A
WRA's Response to Plaintiff's 3 rd Set of Interrogatories	Western Range	2/21/2020	N/A
Second Amended Notice of Deposition of Plaintiff Abel Cántaro Castillo	Western Range	2/25/2020	N/A
WRA's 1 st Supplemental Response to Plaintiff's 1 st RFP	Western Range	2/27/2020	WRA 003084-WRA 003239
WRA's 1 st Supplemental Response to Plaintiff's 2 nd RFP	Western Range	3/3/2020	WRA 001187-WRA 003083
WRA's 2 nd Supplemental Response to Plaintiff's 1 st RFP	Western Range	3/5/2020	WRA 003240-WRA 003276
WRA's 3 rd Supplemental Response to Plaintiff's 1 st RFP	Western Range	3/6/2020	WRA 003279-WRA 003326
FRCP 30(b)(6) Deposition Notice Served by Plaintiff on Western Range Association	Plaintiff	3/18/2020	N/A
WRA's 1 st Supplemental Response to Plaintiff's 2 nd Interrogatories	Western Range	5/29/2020	N/A
WRA's 4 th Notice of Deposition of Plaintiff Abel Cántaro Castillo	Western Range	6/2/2020	N/A
WRA's 2 nd Set of RFA to Plaintiff	Western Range	6/8/2020	N/A
WRA's 2 nd Set of Interrogatories to Plaintiff	Western Range	6/8/2020	N/A
WRA's 3 rd Set of RFP to Plaintiff	Western Range	6/8/2020	N/A
WRA's 4 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	6/15/2020	WRA 003327-WRA 003653
WRA's 2 nd Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	06/30/2020	N/A
WRA's 3 rd Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/01/2020	N/A
WRA's 4 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/01/2020	N/A
WRA's 5 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/01/2020	N/A
WRA's 6 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/01/2020	N/A
WRA's 7 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A
WRA's 8 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A

1	Document	Party that Served	Date	Bates
2	WRA's 9 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A
3	WRA's 10 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A
4	WRA's 11 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/21/2020	N/A
5	WRA's 12 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
6	WRA's 13 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
7	WRA's 14 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
8	WRA's 15 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
9	WRA's 16 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/24/2020	N/A
10	WRA's 17 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
11	WRA's 18 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
12	WRA's 19 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
13	WRA's 20 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
14	WRA's 21 st Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/30/2020	N/A
15	WRA's 22 nd Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
16	WRA's 23 rd Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
17	WRA's 24 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
18	WRA's 25 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
19	WRA's 26 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
20	WRA's 27 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	07/31/2020	N/A
21	WRA's 28 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	08/07/2020	N/A
22	WRA's 29 th Supplemental Response to Plaintiff's 2 nd Set of Interrogatories	Western Range	10/27/2020	N/A
23	FRCP 30(b)(6) Deposition Notice Served by Plaintiff on Need More Sheep	Plaintiff	11/19/2020	N/A
24	FRCP 30(b)(6) Deposition Notice Served by Plaintiff on Ellison Ranching Company	Plaintiff	11/19/2020	N/A

1	Document	Party that Served	Date	Bates
2	FRCP 45 Subpoena of Witness served by Plaintiff on Ellison Ranching Co	Plaintiff	11/19/2020	N/A
3	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Rafter Seven Merinos, Inc.	Plaintiff	11/19/2020	N/A
4	FRCP 45 Subpoena of Witness served by Plaintiff on Rafter Seven Merinos	Plaintiff	11/19/2020	N/A
5	FRCP 45 Subpoena of Record served by Plaintiff Rafter Seven Merinos, Inc.	Plaintiff	11/19/2020	N/A
6	FRCP 45 Subpoena of Witness served by Plaintiff on Need More Sheep Co., LLC	Plaintiff	11/19/2020	N/A
7	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Silver Creek Ranch	Plaintiff	11/19/2020	N/A
8	FRCP 45 Subpoena of Witness served by Plaintiff on Silver Creek Ranch	Plaintiff	11/19/2020	N/A
9	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Green Goat Restoration	Plaintiff	11/19/2020	N/A
10	FRCP 45 Subpoena of Witness served by Plaintiff on Green Goat Restoration	Plaintiff	11/19/2020	N/A
11	FRCP 30(b)(6) Deposition Notice served by Plaintiff on F.I.M. Corp.	Plaintiff	11/19/2020	N/A
12	FRCP 45 Subpoena of Witness served by Plaintiff on F.I.M. Corp.	Plaintiff	11/19/2020	N/A
13	FRCP 30(b)(6) Deposition Notice served by Plaintiff on John Espil Sheep Co., Inc.	Plaintiff	11/19/2020	N/A
14	FRCP 45 Subpoena of Witness served by Plaintiff on John Espil Sheep Co.	Plaintiff	11/19/2020	N/A
15	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Eureka Livestock, LLC	Plaintiff	11/19/2020	N/A
16	FRCP 45 Subpoena of Witness served by Plaintiff on Eureka Livestock, LLC	Plaintiff	11/19/2020	N/A
17	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Gary Snow	Plaintiff	12/11/2020	N/A
18	FRCP 45 Subpoena of Records served by Plaintiff on K&N Livestock, LLC	Plaintiff	12/11/2020	N/A
19	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Southern Nevada Water Authority	Plaintiff	01/08/2020	N/A
20	FRCP 45 Subpoena of Witness served by Plaintiff on Southern Nevada Water Authority	Plaintiff	01/08/2020	N/A
21	WRA'S Amended Response to First Supplemental Response to 2 nd RFP	Plaintiff	01/08/2020	WRA 019385-WRA 019386
22	WRA'S 9 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	02/11/2021	WRA 019387-WRA 039840
23	WRA'S 10 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	03/19/2021	WRA 039841-WRA 054023
24	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Spring Valley Associates, LLC	Plaintiff	04/14/2021	N/A

1	Document	Party that Served	Date	Bates
2	FRCP 45 Subpoena of Witness served by Plaintiff on Spring Valley Associates, LLC	Plaintiff	04/14/2021	N/A
3	FRCP 45 Subpoena of Records served by Plaintiff on Spring Valley Associates, LLC	Plaintiff	04/14/2021	N/A
4	WRA'S 11 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	04/22/2021	WRA 054024-WRA 084054
5	WRA's 12 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	05/10/2021	WRA 084055-WRA 095051
6	FRCP 45 Subpoena of Records served by Plaintiff on Need More Sheep	Plaintiff	05/25/2021	N/A
7	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Ellison Ranch	Plaintiff	05/25/2021	N/A
8	FRCP 45 Subpoena of Records served by Plaintiff on Ellison Ranch	Plaintiff	05/25/2021	N/A
9	FRCP 45 Subpoena of Records served by Plaintiff on Bonnie Little	Plaintiff	05/25/2021	N/A
10	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Silver Creek Ranch	Plaintiff	05/25/2021	N/A
11	FRCP 30(b)(6) Deposition Notice served by Plaintiff on John Espil Sheep Co., Inc	Plaintiff	05/25/2021	N/A
12	FRCP 45 Subpoena of Records served by Plaintiff on John Espil Sheep Co., Inc	Plaintiff	05/25/2021	N/A
13	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Green Goat Restoration	Plaintiff	05/25/2021	N/A
14	WRA's 13 th Supplemental Response to Plaintiff's 1 st RFP	Western Range	06/15/2021	WRA 095051-WRA 105737
15	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Rafter Seven	Plaintiff	06/21/2021	N/A
16	FRCP 45 Subpoena of Records served by Plaintiff on Rafter Seven	Plaintiff	06/21/2021	N/A
17	FRCP 30 (b)(6) Deposition Notice served by Plaintiff on Dufurrena	Plaintiff	06/21/2021	N/A
18	FRCP 45 Subpoena of Records served by Plaintiff on Dufurrena Lands	Plaintiff	06/21/2021	N/A
19	FRCP 45 Subpoena of Records served by Plaintiff on Gary Snow	Plaintiff	06/21/2021	N/A
20	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Estill Ranches, LLC	Plaintiff	06/21/2021	N/A
21	FRCP 45 Subpoena of Records served by Plaintiff on Estill Ranches, LLC	Plaintiff	06/21/2021	N/A
22	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Borda Land and Sheep	Plaintiff	06/21/2021	N/A
23	FRCP 45 Subpoena of Records served by Plaintiff on Borda Land & Sheep Co., LLC	Plaintiff	06/21/2021	N/A
24	FRCP 30(b)(6) Deposition Notice served by Plaintiff on F.I.M.	Plaintiff	06/21/2021	N/A

1	Documents	Party that Served	Date	Bates
2	FRCP 45 Subpoena of Records served by Plaintiff on F.I.M. Corp.	Plaintiff	06/21/2021	N/A
3	FRCP 30(b)(6) (New) Deposition Notice served by Plaintiff on Dufurrena Lands	Plaintiff	06/25/2021	N/A
4	FRCP 45 (New) Subpoena of Records served by Plaintiff on Dufurrena Lands	Plaintiff	06/25/2021	N/A
5	Notice of Objections- Borda, Estill, F.I.M. and Rafter Seven	Jerry Snyder	06/30/2021	N/A
6	Errata to Notice of Objections	Jerry Snyder	07/06/2021	N/A
7	Plaintiff's Response to Deposition Objections	Western Range	07/09/2021	N/A
8	FRCP 45 Subpoena of Records served by Plaintiff on Gary Snow	Plaintiff	07/13/2021	N/A
9	FRCP 45 Subpoena of Records served by Plaintiff on John Espil Sheep Co.	Plaintiff	07/13/2021	N/A
10	FRCP 30(b)(6) Deposition Notice served by Plaintiff on John Espil Sheep Co.	Plaintiff	07/13/2021	N/A
11	Western Range Association's 14 th Supplemental Response to Plaintiff's First Request for Production	Western Range	07/27/2021	WRA 105738- WRA 109902
12	Joint Proposed Scheduling Stipulation	Both	08/13/2021	N/A
13	FRCP 45 Subpoena of Records served by Plaintiff on FIM Corp.	Plaintiff	08/16/2021	N/A
14	FRCP 30(b)(6) Deposition Notice served by Plaintiff on FIM	Plaintiff	08/16/2021	N/A
15	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Borda Land & Sheep	Plaintiff	08/16/2021	N/A
16	FRCP 45 Subpoena of Records served by Plaintiff on Borda Land & Sheep	Plaintiff	08/16/2021	N/A
17	FRCP 30(b)(6) Deposition Notice served by Plaintiff on Rafter Seven	Plaintiff	08/16/2021	N/A
18	FRCP 45 Subpoena of Records served by Plaintiff on Rafter Seven	Plaintiff	08/16/2021	N/A
19	Joint Scheduling Stipulation and Order	Court	08/16/2021	N/A
20	Defendant Western Range Association's Third Set of Interrogatories to Plaintiff Abel Cantaro Castillo	Western Range	08/27/2021	N/A
21	First Supplement to Defendant Western Range Association's Initial Disclosures Pursuant to Fed. R. Civ. 26(a)(1)	Western Range	09/20/2021	N/A
22	Second Supplement to Defendant Western Range Association's Initial Disclosures Pursuant to Fed. R. Civ. 26(a)(1)	Western Range	09/21/2021	N/A
23	Plaintiff Abel Cantaro Castillo's Response to Defendant Western Range Association's Third Set of Interrogatories	Plaintiff	09/23/2021	N/A
24				
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26				
27				
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1	Document	Party that Served	Date	Bates
2	Plaintiff Abel Cantaro Castillo's Supplemental Response to Defendant Western Range Association's Third Set of Interrogatories	Plaintiff	09/30/2021	N/A
3				
4	Plaintiff Abel Cantaro Castillo's Second Supplemental Response to Defendant Western Range Association's Third Set of Interrogatories	Plaintiff	10/01/2021	N/A
5				
6	Third Supplement to Western Range Association's Initial Disclosures	Western Range	10/08/2021	WRA 109903- WRA 109905
7	Western Range Association's Third Set of Requests for Admission to Plaintiff	Western Range	10/11/2021	N/A
8	Western Range Association's Fourth Set of Request for Production to Plaintiff	Western Range	10/11/2021	N/A
9	Notice of Deposition of Jeffrey S. Petersen, Ph.D.- served by Defendant	Western Range	10/14/2021	N/A
10	Notice of Deposition of Dwight D. Steward, Ph.D.- served by Defendant	Western Range	10/14/2021	N/A
11				
12	Amended Notice of Deposition of Jeffrey S. Petersen, Ph.D.- served by Defendant	Western Range	10/21/2021	N/A
13	Amended Notice of Deposition of Dwight D. Steward, Ph.D.- served by Defendant	Western Range	10/21/2021	N/A
14	Fourth Supplement to Defendant's FRCP 26 (a)(1) Disclosures	Western Range	10/27/2021	WRA 109906 WRA 109907
15	Fifth Supplement to Defendant's FRCP 26(a)(1) Disclosures	Western Range	10/28/2021	WRA 109908- WRA 109910
16	Notice of Deposition of William Payne, Ph.D. served by Plaintiff	Plaintiff	11/01/21	N/A
17	Subpoena Duces Tecum- William Payne, Ph.D. served by Plaintiff	Plaintiff	11/01/21	N/A
18				
19	Plaintiff's Response to Third Set of Interrogatories	Plaintiff	11/02/21	P 002077- P 002079
20	Plaintiff's Response to Fourth Set of Request for Production	Plaintiff	11/02/21	P 002080- P 002086
21	WRA's 6 th Supplemental Disclosure	Plaintiff	11/10/21	WRA 109911- WRA 109916
22	WRA's 7 th Supplemental Disclosure	Plaintiff	11/12/21	WRA 109917- WRA 109930
23	WRA's 8 th Supplemental Disclosure	Western Range	11/19/21	WRA 109931- WRA 109944
24	WRA's 9 th Supplemental Disclosure	Western Range	11/29/21	WRA 109945- WRA 109953
25				
26	WRA's 10 th Supplemental Disclosure	Western Range	12/03/21	WRA 109954- WRA 109957
27	WRA's 31 st Supplemental Response to Plaintiff's Second Set of Interrogatories	Western Range	12/03/21	N/A
28	WRA's 15 th Supplemental Response to Plaintiff's First Request for Production	Western Range	12/06/21	WRA 109906- WRA 109957

Documents	Party that Served	Date	Bates
WRA's 11 th Supplemental Disclosure	Western Range	12/10/21	WRA 109958-WRA 109963
WRA's 16 th Supplemental Response to Plaintiff's First Request for Production	Western Range	12/16/21	WRA 109906-WRA 109963
WRA's 17 th Supplemental Response to Plaintiff's First Request for Production	Western Range	2/17/22	WRA 109964-WRA 110277
WRA's 32 nd Supplemental Response to Plaintiff's Second Set of Interrogatories	Western Range	2/18/22	N/A
WRA's 6 th Supplemental Response to Plaintiff's Second Set of Interrogatories	Western Range	2/18/22	N/A

4. To date, Plaintiff has taken 16 non-party member depositions plus the FRCP 30(b)(6) Person Most Knowledgeable from Western Range. This exceeds the 10 allowable pursuant to FRCP 30(b)(2)(A)(i), but Western Range agreed to this on Plaintiff's request.

5. Plaintiff has produced two Expert Witness Reports, both of which experts have been deposed.

6. Plaintiff has deposed Western Range's Expert Witness Dean of UNR Dept of Agriculture Dr. William Payne.

DATED this 25 day of March, 2022.


ELLEN JEAN WINOGRAD, ESQ.

EXHIBIT 2

EXHIBIT 2

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

-oOo-

ABEL CANTARO CASTILLO; ALCIDES	Case No.
INGA RAMOS; RAFAEL DE LA CRUZ,	3:16-cv-00237-MMD-VPC
and those similarly situated,	

Plaintiffs,

vs.

WESTERN RANGE ASSOCIATION;
EL TEJON SHEEP COMPANY; MELCHOR
GRAGIRENA; MOUNTAIN PLAINS
AGRICULTURAL SERVICE; and ESTILL
RANCHES, LLC,

Defendants.

=====

VIDEOTAPED DEPOSITION VIA ZOOM VIDEOCONFERENCE OF

ABEL CANTARO CASTILLO

VOLUME I

Wednesday, June 24, 2020

Reno, Nevada

Job No. 633092

Reported By: PEGGY B. HOOGS, CCR #160, RDR, CRR

1 -oOo- APPEARANCES -oOo-

2

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11

12

THE INTERPRETER:

13

OLIVIA BEAUFORD

14

15

THE VIDEOGRAPHER:

16

DANIEL PAYAN

17

18

ALSO PRESENT:

19

JOSE TAFOYA
MONICA YOUREE
JESUS LOAYZA
JHON FRANKLIN CANTARO BONIFACIO

21

22

23

24

25

IN THE SUPREME COURT OF THE STATE OF NEVADA

ABEL CÁNTARO CASTILLO,

No. 85926

Appellant,

vs.

WESTERN RANGE ASSOCIATION,

Respondent.

RESPONDENT WESTERN RANGE ASSOCIATION'S
APPENDIX VOLUME 11, PART 2

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1 not work.

2 Q Let's make this easier, then.

3 During your valid H-2A visa for nonimmigrant
4 temporary shepherding agricultural work, did you work
5 anywhere other than El Tejon Sheep Company?

6 MR. HOOD: I again would instruct my client to
7 not respond -- and, again, not responding means saying
8 nothing -- if it reveals your physical location after
9 leaving El Tejon Sheep Company.

10 MS. WINOGRAD: I understand your objection,
11 Mr. Hood. I am going to repeat the question because I
12 was not asking about that.

13 BY MS. WINOGRAD:

14 Q My question was, for the duration when you had
15 a valid H-2A visa that allowed you to work as a
16 shepherd in temporary nonimmigrant labor, did you work
17 anywhere other than El Tejon Ranch?

18 MR. HOOD: I'll make the same objection, and I
19 would instruct my client not to answer to the extent it
20 reveals his physical location after he left El Tejon
21 Ranch, but I would otherwise instruct him to answer.

22 BY MS. WINOGRAD:

23 Q Please answer.

24 A No.

25 Q When did you leave El Tejon Sheep Company?

1 A June 2016. The first -- the first weeks of
2 June 2016.

3 Q During what years did you work at El Tejon
4 Sheep Company?

5 A 2007 up to 2016, to the date of 2016.

6 Q Who is Estill Ranches?

7 A Excuse me. I want to clarify. I have
8 forgotten a little bit. To the -- to the first week of
9 June, that's where I worked, yes.

10 Q So that we have a good --

11 MR. HOOD: Objection as to translation.

12 BY MS. WINOGRAD:

13 Q So that we have a good record, I am going to
14 ask the question again, the one that I understand
15 Mr. Hood may have objected to, and his objection is duly
16 noted, but my question is, during what years did you work
17 at the El Tejon Ranch?

18 A 2007 to 2014 [sic], to the first week of June.

19 Q Thank you.

20 Who is Estill Ranches?

21 A I don't understand.

22 Q Have you ever heard of Estill Ranches?

23 A No.

24 Q When you worked at El Tejon, did your pay come
25 from El Tejon?

1 BY MS. WINOGRAD:

2 Q You answered a moment ago that you were not
3 aware that Western Range Association offered to settle
4 this matter with you for \$30,000; correct?

5 A Yes. Correct.

6 Q Is it your testimony as you sit here today that
7 Western Range Association owes you more than 105,200 sol?

8 A I am not in agreement with that.

9 Q It wasn't anything to agree. I am asking
10 you --

11 THE INTERPRETER: I'm sorry. At the same time.

12 MS. WINOGRAD: My apologies.

13 THE INTERPRETER: It's okay.

14 BY MS. WINOGRAD:

15 Q As you sit here today, is it your position, yes
16 or no, that Western Range Association owes you more than
17 \$30,000 or 105,200 soles?

18 A Yes. Yes, but it's a very small amount. It's
19 very little amount.

20 Q How much, as you sit here today, does Western
21 Range Association owe you?

22 A Because the work that I had, it's a lot, it's
23 24 hours. I worked during the 24 hours, all day and all
24 night. It's very little money that Western Range offers
25 me.

1 MR. HOOD: Objection as to translation. There
2 was a lot missed.

3 MS. WINOGRAD: Let me make sure because he
4 didn't answer the question that I asked.

5 BY MS. WINOGRAD:

6 Q My question was, how much does Western Range
7 Association owe you?

8 MR. HOOD: Objection.

9 THE WITNESS: For my hours of work, all the
10 expenses that I --

11 BY MS. WINOGRAD:

12 Q Are you finished with your answer?

13 A Yes.

14 Q How much --

15 MR. HOOD: Objection.

16 THE WITNESS: I cannot say the amount, but --

17 BY MS. WINOGRAD:

18 Q But it's more than --

19 MR. HOOD: Objection to translation.

20 THE INTERPRETER: I can't hear. I can't hear.

21 MR. HOOD: We're missing a lot of words here.

22 I can hear perfectly, and we're missing like half of
23 answers.

24 THE INTERPRETER: I cannot hear the latter part
25 of what he says because he tapers off.

1 THE WITNESS: Yes.

2 BY MS. WINOGRAD:

3 Q Slow, please. Slow, please.

4 MR. HOOD: I'd instruct my client to repeat his
5 answer slowly.

6 BY MS. WINOGRAD:

7 Q Let me clarify something.

8 This is not a conversation because we have a
9 court reporter, so I break up my questions into sections,
10 and you need to please not give long answers but break
11 your answers up so that we get a good record.

12 And you have been instructed by your counsel to
13 go ahead and answer.

14 A I cannot tell you the amount, Miss. I see the
15 attorneys that help me in that.

16 Q Okay. So as you sit here today, you don't have
17 a number amount; correct?

18 THE INTERPRETER: It's too mumbly. I can't
19 hear.

20 MR. HOOD: I totally disagree. He's very clear
21 on my end. I mean, I'd be happy to translate his answer
22 if you'd like me to. I can hear him very clearly.

23 I will instruct him during the break to try and
24 talk -- speak more slowly and to leave time for the
25 translator.

1 MR. HOOD: I disagree and -- could we go off
2 the record? We don't need -- this does not need to be on
3 the record and it's taking a lot of time because we're
4 translating.

5 MS. WINOGRAD: It is, but I never got an answer
6 to my question.

7 MR. HOOD: He answered your question multiple
8 times. I understand you didn't get the answer you
9 wanted, but --

10 MS. WINOGRAD: No, I didn't get any answer.
11 Let me try it a different way once it's a yes-or-no
12 question.

13 MR. HOOD: Ellen, could I instruct him just on
14 the record through the translator with respect to
15 breaking up his answers? Ellen, is that okay, if I speak
16 directly to my client to give that instruction?

17 MS. WINOGRAD: Not on the record, but I'm going
18 to ask the question a little differently.

19 BY MS. WINOGRAD:

20 Q Is it accurate that as you sit here today you
21 have not calculated how much you believe Western Range
22 Association owes you?

23 MR. HOOD: Objection to form and foundation.

24 THE WITNESS: The amount?

25 /////

1 BY MS. WINOGRAD:

2 Q Correct. Have you calculated it?

3 A The amount is done by the attorney, Miss, his
4 personnel. I don't know is a lot or little. With the
5 help of the attorney, Miss.

6 Q Okay. Fair enough.

7 MR. HOOD: Objection to translation.

8 BY MS. WINOGRAD:

9 Q You, Mr. Cantaro, have not calculated it;
10 correct?

11 A Correct.

12 MS. WINOGRAD: Now we go off the record.

13 THE VIDEOGRAPHER: Off the record. The time is
14 11:44 a.m.

15 (A recess was taken.)

16 THE VIDEOGRAPHER: We are back on the record.

17 The time is 12:33 p.m.

18 BY MS. WINOGRAD:

19 Q Okay. We've all taken a break, and one of the
20 things I'm going to -- two things I'm going to reiterate
21 is, Mr. Cantaro, if you need a break for any reason,
22 including a drink of water or the restroom, then let me
23 know, please, and if there's a question pending, you'll
24 be required to answer it, but you are absolutely entitled
25 to any breaks you need.

1 And now you can see me, I assume?

2 A Yes.

3 Q Great. Let's go back on the record, then.

4 Actually, that was on the record, wasn't it?

5 We just talked about that. Oh, yay.

6 Okay. I'm going to start with a few questions,
7 and then we're going to go to documents.

8 And we've tested the document share, Mr. Hood?

9 MR. HOOD: You've done it with Abel in practice
10 sessions on his technology, and we just, both with you
11 here and without you, just with the court reporter, and
12 it is working, yes.

13 MS. WINOGRAD: Excellent.

14 BY MS. WINOGRAD:

15 Q Here's the reminder I'm going to give you again
16 on the record, and that is, please break up your answers.
17 Speak slowly. It is not conversational because it's
18 going into the record, and I will tell you it's human
19 nature to just speak in long sentences. I do it. So I
20 will remind you if the answer is too long before I get a
21 translation. Okay?

22 A That's fine.

23 Q Who is William Archi Lozano?

24 A It's a co-worker.

25 Q Did he have the same position that you had?

1 A Yes. At the ranch.

2 Q Is he an honest and truthful person?

3 A Yes.

4 Q Did his duties differ from yours in any
5 significant ways?

6 A Yes.

7 Q How so?

8 A At work, he worked with the car, he had
9 provisions, and he would bring -- he would bring us
10 medicine for the sheep.

11 Q Were there any other things that he did that
12 you --

13 A No.

14 Q Were there any things that you did that he
15 didn't?

16 A Yes.

17 Q What things did you do that he did not?

18 A I was a parishioner --

19 THE INTERPRETER: I'm sorry. I do not know
20 what that means.

21 THE WITNESS: I saved the babies, yeah.

22 BY MS. WINOGRAD:

23 Q Lambing?

24 A Yes.

25 Q Is there anything else that you did that he

1 didn't do besides the lambing?

2 A No.

3 Q Are you aware that -- let me ask you this: Did
4 you work -- go ahead -- did you work more hours than
5 Mr. Archi Lozano?

6 A We all worked the same hours.

7 Q Okay. So you didn't work any more than he did?

8 A No.

9 Q And he didn't work any more than you did?

10 A We all worked the 24 hours, all the guards --
11 guarding.

12 MR. HOOD: Objection to translation.

13 THE INTERPRETER: All guarding, as sheepherders
14 all the time.

15 BY MS. WINOGRAD:

16 Q Did you receive two weeks of paid vacation each
17 year?

18 A Yes.

19 Q Did you receive any discretionary bonuses
20 during your time at El Tejon?

21 A Yes.

22 Q If Mr. William Archi Lozano indicated that he
23 worked an average of eight hours per day, do you believe
24 he was lying?

25 MR. HOOD: Objection to form and foundation.

1 THE WITNESS: We all worked 24 hours
2 as sheep -- as guardian. That's the way the work was.

3 BY MS. WINOGRAD:

4 Q You were on call 24 hours; correct?

5 MR. HOOD: Objection to form and foundation.

6 THE WITNESS: Yes.

7 BY MS. WINOGRAD:

8 Q Did you ever sleep?

9 A I was sleeping, but I was spending as being a
10 guard. It's a lot.

11 Q Fair enough. And did you ever take --

12 THE INTERPRETER: I'm sorry. That question
13 broke up. Can you repeat that?

14 MS. WINOGRAD: I interrupted him. I'm sorry.
15 My apologies.

16 BY MS. WINOGRAD:

17 Q Did you ever take naps during the day?

18 A Twenty minutes or so, around there.

19 Q If Mr. William Archi Lozano indicated that he
20 worked eight hours per day, was he lying?

21 MR. HOOD: Objection to form and foundation.

22 THE WITNESS: Miss, he -- pardon me. Miss, he
23 only --

24 THE INTERPRETER: He's really breaking up.

25 /////

1 BY MS. WINOGRAD:

2 Q Slower, please. Slower, please, and divide
3 your answer.

4 A Twenty-four hours we all worked.

5 Q I understand your answer on that, but that
6 wasn't -- but that was not my question.

7 My question is, if he indicated that he worked
8 eight hours per day on average, was he lying?

9 MR. HOOD: Objection to form and foundation.

10 MS. WINOGRAD: Your objection is preserved.
11 I'm sorry.

12 MR. HOOD: I'm sorry, Ellen. Yeah, I
13 understand. I apologize.

14 THE WITNESS: Yes.

15 BY MS. WINOGRAD:

16 Q He was lying?

17 A Yes.

18 Q Who is Gilmar Jhonny Melo Castillo?

19 A From another ranch.

20 Q Did you ever work with him?

21 A No.

22 Q Did you know him?

23 A No.

24 Q Who is Filomeno Leonardo Lapa Pomahuali? And I
25 am butchering the name.

1 A May 2014?

2 Q Yes. He did?

3 MR. HOOD: Objection to translation.

4 THE WITNESS: I don't remember.

5 BY MS. WINOGRAD:

6 Q So you don't remember Mr. Ascanoa Alanya?

7 A I don't remember, Miss.

8 Q And you don't remember anybody by the name of
9 Elias Maximo?

10 A No.

11 Q Who is Isario Yauri Garcia?

12 A He is -- he is a co-worker, a worker at
13 El Tejon.

14 Q Did you work at the same time that he did?

15 A Yes.

16 Q Was he an honest and truthful man?

17 A Yes.

18 Q In what ways, if any, were his job duties
19 different than yours?

20 A He was a person in charge at the ranch.

21 Q He was a supervisor?

22 A Simply -- he was in charge.

23 Q Did he work more hours than you?

24 A At the ranch? He worked more than eight hours
25 because we worked different.

1 Q Okay. I believe my question was, did he work
2 more hours than you?

3 A At the ranch, yes.

4 Q What was your understanding of his job duties?

5 A He did everything that the boss did and -- and
6 feed the dogs and water the alfalfa.

7 Q Anything else?

8 A That's all.

9 Q Were there any things that you --

10 A The cleaning in general.

11 Q Okay. Were there any things that you did that
12 he didn't do?

13 A He also did what I did. He also helped in the
14 birthing.

15 Q In your lawsuit against Western Range
16 Association and El Tejon, you alleged that you were paid
17 below Nevada's minimum wage.

18 A The pay was 1,422.

19 Q Yes. What was Nevada's minimum range during
20 the times that you were in Nevada working at El Tejon?

21 A They would pay us -- they would pay us that
22 amount.

23 Q What amount?

24 A 1,422.

25 Q Okay. I believe my question was, what was

1 Nevada's minimum wage during the time frame when you were
2 working at El Tejon Ranch?

3 MR. HOOD: Objection to form.

4 THE WITNESS: I could not tell you.

5 BY MS. WINOGRAD:

6 Q You have alleged that you were paid less than
7 or below Nevada's minimum wage.

8 How do you know that if you don't know what
9 Nevada's minimum wage was at the time you worked here?

10 MR. HOOD: Objection. To the extent that the
11 response requires him to reveal discussions with his
12 attorney, I'd instruct him not to answer. To the extent
13 he can answer without revealing discussions with his
14 attorneys, I instruct him to answer.

15 THE WITNESS: Yes.

16 MR. HOOD: But I don't think -- otherwise I
17 instruct him to answer.

18 THE WITNESS: Yes. I worked 24 hours in
19 Nevada, and they paid me 1,422, but that didn't count the
20 hours that I worked.

21 BY MS. WINOGRAD:

22 Q Okay. I understand that.

23 Without telling me anything that was knowledge
24 based upon anything your attorney told you, what makes
25 you think, without knowing what Nevada's minimum wage

1 was, that you were paid less than Nevada's minimum wage?

2 A The work hours -- according to the -- they
3 should pay me for the hours worked, but they did not pay
4 me according to the hours worked because I worked -- I
5 worked 24 hours.

6 Q Were you working when you were sleeping?

7 A I was always -- I was always on guard.
8 Sometimes I would not sleep.

9 Q So of those 24 hours every day when you --

10 A Every day. There's no rest. Not one day. Not
11 one day.

12 Q I didn't finish my question. Let me start it
13 again.

14 A Okay. Ask me again.

15 Q Of the 24 hours that you worked every single
16 day, did you take meals?

17 A Every night.

18 THE INTERPRETER: Finish the question.

19 MS. WINOGRAD: I did.

20 THE INTERPRETER: I'm sorry. He spoke a little
21 bit ahead.

22 MS. WINOGRAD: My bad. Try again.

23 BY MS. WINOGRAD:

24 Q Of the 24 hours a day that you worked every
25 single day, did you take meals?

1 A Yes.

2 MR. HOOD: Ellen, could I go off the record for
3 one minute? My children just turned music on very
4 loudly, and I'd like to go tell them to turn it down. I
5 apologize.

6 MS. WINOGRAD: No worries. Go ahead.

7 THE VIDEOGRAPHER: Off the video record at
8 1:02 p.m.

9 (A recess was taken.)

10 THE VIDEOGRAPHER: We are back on the record.
11 The time is 1:03 p.m.

12 MS. WINOGRAD: I am going to disclose to
13 Mr. Hood that while we were off the record for the short
14 period of time, Olivia thanked Mr. Cantaro for being
15 slower and for breaking up his answers.

16 MR. HOOD: Thank you for disclosing that, and
17 we are all trying.

18 MS. WINOGRAD: And I thank you as well.

19 BY MS. WINOGRAD:

20 Q How many days on average did you work in Nevada
21 in any given calendar year when you were with El Tejon?

22 A I worked from April until the end of the month
23 of September in Nevada.

24 Q So is it accurate that you worked approximately
25 five months per year in Nevada?

1 A Six months.

2 Q I can't count.

3 A Half a year in Nevada and California.

4 Q Did you work anywhere besides California and
5 Nevada?

6 A No.

7 Q Where in Nevada did you work?

8 A In Nevada.

9 Q Big state.

10 A Spring Ranch. Spring Ranch. That's the --
11 that's the Sierra of the company home chief -- Mesquite.

12 Q Mesquite?

13 A Moss Creek.

14 Q Was it Northern Nevada or Southern Nevada?

15 A Let's see.

16 Q Was it in the desert?

17 A Mountain.

18 Q Was it in the mountains of the Mohave Desert?

19 THE INTERPRETER: You're breaking up. I didn't
20 hear that question.

21 MS. WINOGRAD: I didn't hear the answer either.

22 BY MS. WINOGRAD:

23 Q Was it in the mountains of the Mohave Desert?

24 A Also Mohave and also in the mountains of -- in
25 Nevada itself.

1 Q Including the Sierra Nevadas?

2 A Sierra Nevada, yes.

3 Q And the mountains in Mohave also?

4 MR. HOOD: Objection. Foundation.

5 BY MS. WINOGRAD:

6 Q Is the weather different, based upon your
7 observation, between the mountains in the Mohave Desert
8 and the Sierra Nevadas?

9 A In Nevada, I was there six months, all the
10 time.

11 Q Okay.

12 THE INTERPRETER: If I may, when we say "the
13 weather," we say "tiempo," and I think he misunderstood
14 as in duration, and we need to clarify climatewise?

15 MS. WINOGRAD: Let me ask it better, then.
16 We'll start all over on that one.

17 THE INTERPRETER: Okay.

18 BY MS. WINOGRAD:

19 Q Is it warmer in Southern Nevada in the Mohave
20 Desert than it is in the Sierra Nevadas?

21 A Nevada is colder.

22 Q Okay. But as between the two places you
23 identified?

24 THE INTERPRETER: That kind of broke up.

25 BY MS. WINOGRAD:

1 BY MS. WINOGRAD:

2 Q My question was, were you working at El Tejon
3 when you went to the dentist?

4 A No. I left there.

5 Q Approximately when did you leave El Tejon?
6 You've given me the date of June 10, 2014. Is that your
7 last date?

8 A Yes.

9 Q Why did you leave El Tejon?

10 A I already explained it to you, Miss.

11 Q No, you didn't.

12 MR. HOOD: Objection.

13 THE WITNESS: I told you I had the accident
14 with the molar, all of that.

15 BY MS. WINOGRAD:

16 Q Okay. You explained that you had an accident,
17 and then after that you had a problem with your tooth,
18 and they happened at different times; correct?

19 A When I had my infected tooth, those days --
20 those days -- the 10th of June I left with the infected
21 tooth.

22 Q I understand that.

23 Was the infected tooth related to the accident,
24 if you know?

25 A No.

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF WASHOE)

4 I, PEGGY B. HOOGS, a Certified Court Reporter
5 in and for the State of Nevada, do hereby certify:

6 That on Wednesday, the 24th day of June, 2020,
7 at Woodburn and Wedge, 6100 Neil Road, Suite 500, Reno,
8 Nevada, remotely appeared via Zoom videoconference
9 ABEL CANTARO CASTILLO, who was duly sworn by me and
10 deposed in the matter entitled herein;

11 That I am not a relative, employee or
12 independent contractor of counsel for any of the parties,
13 or a relative, employee or independent contractor of any
14 of the parties to the proceedings, or a person
15 financially interested in the proceedings;

16 That said deposition was taken in verbatim
17 stenographic notes by me, a Certified Court Reporter, and
18 transcribed into typewriting as herein appears;

19 That the foregoing transcript, consisting of
20 pages 1 through 130 of the deposition, is a full, true
21 and correct transcription of my stenographic notes of
22 said deposition.

23 Dated at Reno, Nevada, this 8th day of July,
24 2020.

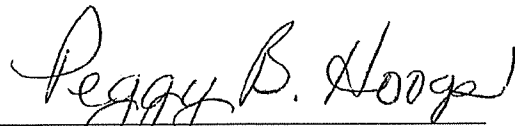
25 
Peggy B. Hoogs
CCR #160, RDR, CRR

EXHIBIT 3

EXHIBIT 3

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DECLARATION OF MONICA YOUREE

I, Declarant, Monica Youree, hereby declare under penalty of perjury as follows:

1. Declarant is the current Executive Director of Western Range Association.

2. Declarant is located in Twin Falls, Idaho and manages Western Range operations involving state and federal agencies, members, herder travel and education of members regarding wage rates, from Twin Falls, Idaho. Training, meetings and visits are often held off-site of the Idaho headquarters.

3. This Declaration tends to matters that Plaintiff's Counsel did not ask Declarant during her several hour deposition.

4. Declarant oversees the paperwork required by, submitted to and prepared in accordance with State and Federal law, and has dealings with several Federal and (Nevada) State agencies including in the course of declarant's duties as Western Range Association's Executive Director:

- United States Department of Labor (DOL);
- United States Department of Labor, Wage and Hour Division (DOL-WHD);
- United States Department of Labor, Employment Training Administration (DOL-ETA);
- United States Citizenship and Immigration Services (USCIS);
- United States Department of Immigration and Customs Enforcement (ICE);
- United States Embassies and Consulates;
- Peruvian Embassy;
- United States Homeland Security;
- United States Bureau of Land Management (BLM);
- United States Department of Forestry;
- Nevada Department of Employment, Training and Rehabilitation (DETR); and
- Federal Equal Opportunity Employment Commission (EEOC).

5. Western Range Association currently has 195 member ranches in 13 states, only one of which is Nevada. The others include:

- Arizona
- California
- Colorado
- Idaho
- Montana
- Nebraska
- Oklahoma
- Oregon
- South Dakota
- Utah
- Washington
- Wyoming

6. Although many of the governmental form job orders, job descriptions and contracts look similar or identical, that is for several reasons. First, the DOL dictates and prints the blank forms on which

1 Form 790 and 9142 are processed for Labor Certification. Second, certain requirements are contained within
2 the government produced forms, including the requirement that H-2A Range livestock employees are
3 deemed to be "on-call 24 hours per day, 7 days a week". Member deposition testimony and their declarations
4 submitted herewith illustrate that hours actually worked vary from ranch to ranch and from herder to herder.
5 The job orders themselves and H-2A contracts were addressed by the 10th Circuit Court of Appeals in *Llacia*
6 *v. Western Ranch Association, et al.*, 930 F. 3d 1161(10th Cir. 2019) and in 2019 the Court referred to special
7 procedures governing the minimum wage for H-2A sheep herders.

8 7. The actual job duties and wages vary between and among the various member ranches
9 (both within and outside of Nevada) and in many cases, vary within a given Nevada Ranch based upon
10 geography, topography, climate, band size, type of animal and member ranch procedures.

11 8. The number of hours worked by H-2A Range Herders varied and were individual between
12 and among the ranches even within Nevada.

13 9. The DOL has determined that regardless of wage rates, H-2A Range Livestock Herders are
14 deemed to work a 48-hour work week. *See 20 CFR § 655.122* and DOL comments and decisions. Declarant
15 is informed by herders and Nevada Member Ranches, that worker's hours vary greatly, dictated by
16 numerous factors.

17 10. In declarant's capacity as Executive Director of Western Range Association, declarant's
18 review of records, declarant's participation in DOL trainings, and meeting presentations, declarant's
19 discussions with DOL supervisors and declarant's personal knowledge gained through visitation of numerous
20 Member Ranches in Nevada and elsewhere, it should be abundantly clear to anyone with Agricultural and
21 Range Livestock experience, that there is no prototypical H-2A herder (sheep or goat) under the H-2A Non-
22 Immigrant, Temporary Range Livestock program; each herder has highly individualized actual duties.

23 11. In cases in which DOL-ETA finds that a Western Range submitted application has errors in
24 job description, wage rates or housing, it issues an "exception" which Western Range and/or the member
25 then corrects. ETA does this with the State SWA. According to regulation the SWA reviews the application
26 for wage and working conditions to be within the State Law (DETR). There has never been a wage rate
27 exception issued for a Nevada operation, except a single matter in which the member ranch was in Nevada,
28 but grazed some months in California, a contiguous state.

12. From 2010 to 2018 Western Range was deemed to be an H-2A Joint Employer for its Nevada Member Ranches. Although the DOL deemed Western Range to be a Joint Employer for H-2A purposes, other than arranging travel, providing Visa and certification assistance and working to maximize member compliance with wage and hour rates and other assisting with DOL, USCIS, ICE and Embassy/Consulate requirements, Western Range is not involved in nor does it control day-to-day operations of its members, unless Western Range knows of or becomes concerned about a compliance issue.

13. Each individual Western Range Association Member Ranch completes its own payroll in accordance with DOL regulations. Western Range and the DOL WHD regularly meet with members to maximize compliance with H-2A regulations.

14. Each individual Western Range Association Member Ranch procures its own workers' compensation Insurance for herding in compliance with the applicable state agency.

15. Sole Plaintiff Abel Cantaro Castillo, who is designated to "adequately represent" the class of herders [Doc # 264 p. 28] is hardly an appropriate representative. Declarant was informed by Plaintiff's employer, El Tejon Ranch that Plaintiff Abel Cantaro Castillo permanently left after dark without notice and declarant reported that to ICE as required. Declarant is further informed from homeland security departure information that plaintiff remained in the United States for 2 to 3 years without an H-2A Visa before returning to Peru on or about December 2, 2016. Unless the purported class is herders leaving without notice, breaching their contract and remaining in the United States unlawfully without the ability to return for 10 years, he is not a representative of the class plaintiff seeks to certify.

16. Plaintiff does not share identical interests with the "class" of Nevada herders, some of whom work solely in Nevada and most of whom remain law abiding employees in the United States, with proper H-2A Visa status.

17. Plaintiff Abel Cantaro Castillo is the only herder declarant knows of who claims to "work" 24 hours per day, 7 days per week, (See, *Plaintiff's Deposition*, pp. 42-5) filed herewith as Exhibit "4")

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 22 day of November, 2021.

Monica Youree
MONICA YOUREE
Executive Director
Western Range Association

EXHIBIT 4

EXHIBIT 4



United States Dept. of Homeland Security
California Service Center
Attn: Div X/BCU ACD
P.O. Box 30050
Laguna Niguel, CA 92607-3004

Dear Sirs:

Please be advised that we are placing the following named individual under the jurisdiction of the Bureau of Citizenship and Immigration Service as of this date **June 11th, 2014**. We did remove him from our list of contract herders working for Western Range Association. He has violated the terms of his contract and is in the United States in violation of his status.

NAME: **Abel Cantaro Castillo**
DATE OF BIRTH: **10/26/1968**
ARRIVAL DATE: **10/26/2013**
SSN: [REDACTED]

FILE# **WAC13 181 50859**
PLACE OF BIRTH: **Peru**
I-94: **09939600030**

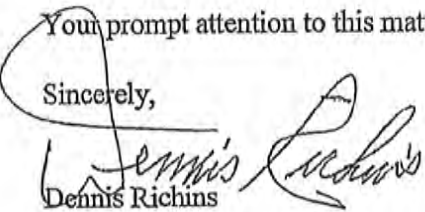
Last assigned member of Western Range Association:

EL TEJON SHEEP CO
13950 OLD RIVER ROAD
BAKERSFIELD, CA 93311

Other comments: This worker abandoned his place of employment without notifying his employer or Western Range Association on **June 8th, 2014**.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,


Dennis Richins
Executive Director

cc: State Office- California
Region- Chicago
USCIS- Laguna Niguel

CONFIDENTIAL

EXHIBIT 5

EXHIBIT 5

**U.S. Customs and Border Protection**
*Securing America's Borders*OMB No. 1651-0111
Expiration Date: 11/30/2014**Admission (I-94) Number Retrieval**

70166

WAC 2328150859

Admission (I-94) Record Number: 09939600030**Admit Until Date: 2014 July 19****Details provided on Admission (I-94) form:**

Last/Surname:	CANTARO CASTILLO
First (Given) Name:	ABEL
Birth Date:	1968 October 26
Passport Number:	6140483
Passport Country of Issuance:	Peru
Most Recent Date of Entry:	2013 October 26
Class of Admission:	H2A

► Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).

► If an employer, local, state or federal agency requests admission information, present your admission (I-94) number along with any additional required documents requested by that employer or agency.

► Note: For security reasons, we recommend that you close your browser after you have finished retrieving your I-94 number.

For inquiries or questions regarding your I-94, please click here.

Accessibility

RECEIVED

DEC 09 2013

BY: _____

EXHIBIT 6

EXHIBIT 6

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Attorneys for Plaintiffs

24 ABEL CÁNTARO CASTILLO;
25 ALCIDES INGA RAMOS, and those similarly
26 situated,

Plaintiffs,

v.

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ewinograd@woodburnandwedge.com
JAN 13 2017
DISTRICT OF NEVADA
Counsel for BY: Western Range Association
Defendant

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Attorneys for Defendant
Mountain Plains Agricultural Service

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Case No.: 3:16-cv-00237-MMD-VPC

~~PROPOSED~~ STIPULATED DISCOVERY
PLAN AND SCHEDULING ORDER

1 WESTERN RANGE ASSOCIATION;
2 MELCHOR GRAGIRENA;
3 EL TEJON SHEEP COMPANY;
4 MOUNTAIN PLAINS AGRICULTURAL
SERVICE; ESTILL RANCHES, LLC; and
JOHN ESTILL

SUBMITTED IN COMPLIANCE WITH
LR 26-1(b)

SPECIAL SCHEDULING REVIEW
REQUESTED

5 Pursuant to this Court's order of September 27, 2016, Plaintiffs Abel Cántaro Castillo and
6 Alcides Inga Ramos ("Plaintiffs") and Defendants Western Range Association, Melchor Gragirena
7 El Tejon Sheep Company, Mountain Plains Agricultural Service, Estill Ranches, LLC and John
8 Estill ("Defendants") respectfully submit this Proposed Stipulated Discovery Plan and Scheduling
9 Order.

10 **I. SHORT STATEMENT OF THE NATURE OF THE CASE**

11 Plaintiffs filed this class action complaint against Defendants alleging various causes of
12 action for unpaid wages on behalf of themselves and all similarly situated individuals on May 3,
13 2016. ECF No. 1. On October 3, 2016, Plaintiffs filed the current First Amended Complaint,
14 adding a plaintiff and three defendants, and setting forth claims under both the Nevada
15 Constitution, the H2A program contracts, and other state law claims. ECF No. 40-1. Specifically,
16 this case concerns the question of whether shepherds working in Nevada, who are paid a monthly
17 wage of as little as \$800 per month, are entitled to the minimum wage established by Section 16 of
18 the Nevada Constitution. Plaintiffs allege that Defendants' violation of Section 16 gives rise to
19 claims under state contract law and the Nevada Constitution. These claims include the following:

- 20 • Failure to Pay Minimum Wages in Violation of the Nevada Constitution
- 21 • Breach of Contract or Quasi-Contract
- 22 • Promissory Estoppel
- 23 • Unjust Enrichment and Quantum Meruit
- 24 • Failure to Pay Separated Employees Wages When Due

25 Plaintiffs bring these claims on their own behalf and on behalf of all those similarly situated,
26 against their former employers. Plaintiffs allege that their former employers include the individual
27 ranchers who employed them, the ranch entities for whom they worked, and the agricultural
28

1 Complaint. Since then, Defendants have filed new motions to dismiss, with replies in support
2 thereof set to be filed on January 26, 2017 pursuant to the Court's Order (ECF No. 84) approving
3 the parties' stipulation. The pendency of such motions is not considered to impact the parties'
4 ability to comply with a case management order.

5 **VIII. STATUS OF ANY RELATED CASES**

6 Claims against MPAS under Nevada minimum wage law were included in *Llacua et al. v.*
7 *Western Range Association et al.*, 1:15-cv-01889-REB-CBS (D. Colo. 2015), which complaint
8 was dismissed on other grounds. A motion to file an amended complaint is currently pending, and
9 plaintiffs in that action have stated their intention to take steps to exclude the Nevada minimum
10 wage claims from the amended complaint.²

11 **IX. DISCUSSION OF NECESSARY DISCOVERY**

12 A. The extent, nature and location of discovery anticipated.

13 Plaintiffs are in possession of few, if any, documents. Plaintiffs will seek policies,
14 procedures, and other documents concerning Defendants' agreements with Plaintiffs and putative
15 class members under H2A regarding compensation and other terms and conditions of
16 employment; Defendants' agreements with each other regarding the employment of Plaintiffs and
17 putative class members; the job duties performed by Plaintiffs and those similarly situated and the
18 degree of control exercised by each Defendant over the terms and conditions of employment.
19 Plaintiffs further seek all pay records, including the number of hours Plaintiffs and the putative
20 class members are recorded as having worked and the amount of pay Plaintiffs and each putative
21 class member received over the relevant time period. Plaintiffs believe that all these documents
22 should be in Defendants' sole possession.

23 Plaintiff Cántaro informed Defendants WRA, El Tejon and Gragirena on October 10, 2016
24 that he expected to leave the United States in the near future and offered to appear for deposition

25
26 ² Defendants Western Range Association, MPAS and Estill Ranches were named parties in
27 the (dismissed) *Llacua et al. v. Western Range Association et al.* matter, wherein Plaintiffs were
28 represented by Alexander Hood, one of Plaintiffs' counsel in the instant matter.

1 in November, prior to his return to Peru. Defendants were unable to take his deposition at that
2 time due to scheduling conflicts and due to this Court's order that no depositions would be taken
3 prior to January 1, 2017. Plaintiff Ramos is also currently in Peru. Plaintiffs proposed video
4 depositions as an alternative. Defendants have expressed concern about the efficacy of video
5 depositions. The parties are continuing to discuss the location and method of taking depositions of
6 the Plaintiffs.

7 WRA documents are largely located in Twin Falls, Idaho and/or Salt Lake City, Utah.
8 Defendant WRA will seek all documentation from Plaintiffs related to their employment,
9 including employment predating and subsequent to the employment at issue, and current and past
10 passport, visa, and immigration documents.

11 Documents in the possession of Defendant John Estill and Estill Ranches, LLC are
12 primarily in paper format (not electronic) and located in Reno, Nevada.

13 The documents in the possession of Defendants El Tejon and Mr. Gragirena are not
14 believed to be voluminous.

15 Defendant MPAS will seek all documents from Plaintiffs related to their employment and
16 recruitment and depose Plaintiffs. Depending on whether class certification is granted and the
17 number of employees in the class, Defendant MPAS will seek to take representative discovery
18 related to the class.

19 B. Withholding of privileged information.

20 When, in response to a discovery request, any party withholds responsive, otherwise
21 discoverable information based on privilege the party must comply with Fed. R. Civ. P. 26(b)(5).
22 Specifically, the party must expressly claim that the information is privileged, and, without
23 revealing information that is itself privileged or protected, provide the parties with a privilege log
24 describing the type of the document not produced or disclosed, the name of the document author,
25 the name(s) of the document recipients, the document date, the title or description of the
26 document, the subject matter of the document, and the privilege claimed. The parties agree that
27 attorney-client communications concerning this litigation or attorney work-product related to this
28

1 DATED this 6th day of January 2017.

Respectfully submitted,

2 /s/Christine E. Webber

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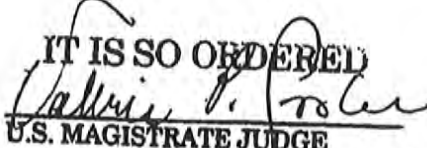
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*Attorneys for Defendant
Mountain Plains Agricultural Service*

21 IT IS SO ORDERED
22 
23 U.S. MAGISTRATE JUDGE

24 DATED: January 13, 2017

EXHIBIT 1

FILED UNDER SEAL

EXHIBIT 1

DECLARATION OF WILLIAM ARCHI LOZANO

William Archi Lozano hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I am able to speak and write in Spanish. Through an interpreter, I was able to make any and all changes that I felt were necessary or appropriate to this Declaration before I signed it. Specifically, the interpreter read it to me, line by line, and I was able to have the interpreter repeat anything that I requested and I was able to change anything that I felt needed to be changed.

4. I am an employee of El Tejon Sheep Company (hereinafter "El Tejon"). I have been working for El Tejon since October 14, 2015 to the present. During that time I have had all promises made to me by El Tejon fulfilled.

5. Other than the fact that I was recruited by and given the formal employment offer from Western Range Association, during the prior 3 year time period, I have not worked in the United States as a sheep herder for any other company than El Tejon.

6. My October 2015 employment began in California and I worked 3 months in cultivated alfalfa fields and then 3 months in the uncultivated oil fields to the west of Bakersfield. I did not work in the Mojave desert.

7. This area is also very rural. To be more specific, this area is uncultivated. The range housing is a trailer that is towed. This area does not include feedlots or corrals, and is not near El Tejon's headquarters. There are no other herders with me in this location and my daily activities are not monitored. The supervisor comes and visits me to bring water and food. The supervisor is only with me for about 1 hour. Thus, no one but me can testify as to my daily work activities or work

1 time. Similarly, since I am alone I cannot testify as to the work time or work activities of other
2 sheep herders working for El Tejon, much less herders working for other employers.

3 8. On or about April 10 of 2016, we moved the sheep by truck from the oil fields to Elko
4 county. The sheep remained in this area from April 10 up to June 5 of this year. This area is about an
5 hour by truck on dirt roads north of Rendon, Nevada. This area is uncultivated and isolated area.
6 My range housing is a tipi tents. There are no permanent structures. This area does not include
7 feedlots or corrals, and is not near El Tejon's headquarters. The sheep feed on natural growing grass.

8 9. From June 5 until the present, we moved my band of sheep to the Columbia basin,
9 Nevada. The specific area that I worked on during this time period is in a very remote location in the
10 mountains with only dirt roads. There is no power. I work this rugged area by walking. This area is
11 uncultivated, so the sheep eat natural growing grasses. My range housing is the same tipi tent. There
12 are no permanent structures. This area does not include feedlots or corrals, and is not near El Tejon's
13 headquarters.

14 10. In both Nevada locations, there are no other herders with me and my daily activities
15 are not monitored. My supervisor comes to see me about 2-3 times per week and his stay with me
16 varies depending on what needs to be done. Thus, no one but me can testify as to my daily work
17 activities or work time with the exception of the hours my supervisor is present. Similarly, since I
18 am alone, I cannot testify as to the work time or work activities of other sheep herders working for El
19 Tejon, much less herders working for other employers.

20 11. To be specific, during my 9 months of employment, I have spent 3 months in Nevada
21 and 6 months in California. Further, 3 months in California was spent on rural uncultivated oil field
22 lands. The remaining time in California (only about 3 months) was spent on cultivated fields.

23 12. From my personal experience, I conclude that I worked in range land (e.g.,
24 uncultivated land, is located in a remote and isolated area, range housing is required, there are no
25 feedlots or corrals, and are not near El Tejon's headquarters) for significantly more than 1/2 of my
26 employment. As I mentioned above, for almost the entire year each herder works alone and in
27 different geographic locations. This means that while I personally worked on range land, other
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1 herders were not with me and my area of work is not the same as another sheep herder's area of
2 work. Thus, while I worked on range land, this says nothing about other herders working for El
3 Tejon and certainly my work locations and time in each location cannot be equated to herders
4 working for other employers.

5 13. In a very general sense, while in Nevada and the oil fields, the sheep and I have a
6 pretty standard routine, as follows:

- 7 a. I get up around 4 am and make breakfast.
- 8 b. I start walking to where the sheep are at about 5 am and it takes me 30-60 minutes to
9 get to the sheep.
- 10 c. I direct the flock to feed and water. I typically head back to camp around 10 am or a
11 bit before or after, depending on circumstances.
- 12 d. The sheep bed down after they have morning food and water and sleep for 4-6 hours
13 depending on how hot it is. The hotter it is, the more they sleep. They do not need my
14 attention when they sleep (during the day or at night), so I head back to camp and
15 may my meal, clean my possessions, wash my clothes and myself, etc.
- 16 e. Later in the afternoon, I direct them to where I want them that night. I spend about 2-
17 3 hours with them before I walk back to camp.

18 14. When the sheep are on cultivated land, we work less time, because this is during the
19 winter and the days are shorter.

20 15. During my employment, I was paid the same wage rate for the time periods that I
21 worked in California that I was paid when I worked in Nevada. Specifically, from October 2015
22 through December 31, 2015, I was paid \$1,661.72 per month. Beginning on January 1, 2016, I was
23 paid twice a month at a rate of \$888.99 per pay period. In addition, part of my wage is room and
24 board. This was explicitly agreed to as part of my compensation in my employment offer. I can also
25 slaughter a sheep and I do this about 1 time per month. I am supplied with meals every day and a
26 place to stay. I do not know the cost of food well enough in America to estimate the value of my
27 meals or my lodging.

Holland & Hart LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

16. I estimate that I actually perform work an average of 8 hours per day, taking the full year into account.

17. I was also given 2 weeks of paid vacation time each year by El Tejon. I have also received surprise discretionary bonus of \$500 around October of 2015.

18. As a result, I do not believe that I was paid below Nevada's minimum wage of \$8.25/hour during any time period that I worked in Nevada.

I hereby declare under penalty of perjury under the laws of the United States and the State of Nevada that the foregoing is true and correct to the best of my knowledge.

Date: This 19th day of July, 2016.


WILLIAM ARCHI LOZANO

DECLARATION OF INTERPRETATION

Ruben Burnias, hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I hereby certify that I am currently working with Interpreting Enterprises and have previously worked as a State and Federal Court Interpreter for over 25 years. I have also served in my capacity of Spanish Court Interpreter in over 1800 depositions.

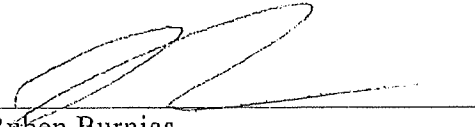
4. I am fluent in both English and Spanish languages and I am competent to translate from Spanish to English and English to Spanish.

5. I personally attended the witness interview of William Archi Lozano ("Lozano") in Elko, Nevada, along with Anthony L. Hall, Esq. I have acted as an interpreter throughout the witness interview in order to ensure accuracy.

6. Following the witness interview, I certify that I read the Declaration of Lozano to him in a language that he understood (Spanish), and that he was given the opportunity to ask any questions and to make any changes or corrections that he felt were appropriate. I also certify that my translation of his declaration to him was true and correct. I certify that Lozano confirmed that he understood and agreed with his Declaration before signing it.

I hereby declare under penalty of perjury under the laws of the United States and the State of Nevada that the foregoing is true and correct to the best of my knowledge.

Date: This ____ day of July, 2016.



Ruben Burnias
Interpreting Enterprises

ETS000093

RA 02213

EXHIBIT 2

FILED UNDER SEAL

EXHIBIT 2

DECLARATION OF CESARIO YAURI GARCIA

Cesario Yauri Garcia hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I am able to speak and write in Spanish. Through an interpreter, I was able to make any and all changes that I felt were necessary or appropriate to this Declaration before I signed it. Specifically, the interpreter read it to me, line by line, and I was able to have the interpreter repeat anything that I requested and I was able to change anything that I felt needed to be changed.

4. I am an employee of El Tejon Sheep Company (hereinafter "El Tejon"). I have been working for El Tejon since July 20, 2006 to the present. During that time I have had all promises made to me by El Tejon fulfilled.

5. Other than the fact that I was recruited by and given the formal employment offer from Western Range Association, during the prior 3 year time period, I have not worked in the United States as a sheep herder for any other company than El Tejon.

6. Since I have worked for El Tejon for almost 10 years, and I cannot recall the exact dates we moved sheep from one location to another, I am giving my general memory of the schedule since it is similar each year, depending on feed and other environmental factors.

7. It is my understanding that the government issued permit allows El Tejon to graze sheep in the Mojave Desert, in California, from March 1 to June 1. However, based on feed conditions, the sheep are normally moved to Elko county around April 1 of each year.

8. This Mojave Desert area, in California, is very rural range land, it is the desert. There are no permanent structures, the roads that we take to get close to our herding areas are dirt and some

1 require 4x4 trucks to travel on these roads, our housing is a trailer that must be brought in by trucks
2 and there is no power. I work this rugged area by walking. This area is uncultivated and I do not
3 know acres or other means to measure how large it is. This area does not include feedlots or corrals,
4 they feed on natural habitat (grass, leaves, etc.). The grazing area is not near El Tejon's headquarters,
5 this is far away from the office. We work this area in pairs of two, he tends one set of sheep and I
6 care for another and we do not camp together. There is a far distance from each other. A supervisor
7 brings food and water in the morning and only stays about 2 hours. The rest of the day I am alone
8 and my activities are not monitored. Thus, no one but me can testify as to my daily work activities or
9 work time. Similarly, since I am alone, I cannot testify as to the work time or work activities of
10 other sheep herders working for El Tejon, much less herders working for other employers.

11 9. Depending on feed conditions, we move the sheep by truck from the Mojave Desert to
12 Elko county around early April. The sheep remain in this area from April 1 up to the end of May.
13 Specifically, we are about 1 hours north of Rendon, Nevada, and it is all dirt roads. You have to
14 drive slow. There are no permanent structures. My housing consists of a tipi tents and items that can
15 be brought in by 4x4 and there is no power. I work this rugged area by walking. This area is
16 uncultivated. The area is too big for me to estimate its size. This area does not include feedlots or
17 corrals, the sheep eat natural grass and leaves. It is not near El Tejon's headquarters.

18 10. From the end of May or early June through approximately October, the sheep are
19 moved to Columbia basin and Jack creek areas. The specific area that I worked on during this time
20 period is in a very remote location in the mountains with only dirt roads. The roads that I took to get
21 close to my herding area was dirt and required a 4x4 truck to travel on these roads. My housing
22 consists of tents, a cot and must be brought in by 4x4 trucks. There is no power. I work this rugged
23 area by walking. This area is uncultivated and is about 8-10 square miles. This area does not include
24 feedlots or corrals, and is not near El Tejon's headquarters.

25 11. There are no other herders with me in the Nevada locations. A supervisor brings food
26 and checks on me, according to weather and how others are doing, about every other day. When the
27 supervisor visits he typically stays about 1 hour. Thus, no one but me can testify as to my daily work
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1 activities or work time. Similarly, since I am alone, I cannot testify as to the work time or work
2 activities of other sheep herders working for El Tejon, much less herders working for other
3 employers.

4 12. Between October 1 to October 15 all the sheep are trucked back to California. The
5 nearest large city is Bakersfield and is about a 1/2 hour drive away. El Tejon's headquarters is not
6 located where we are grazing. The area is completely rural and consist of dirt roads. The
7 accommodations are portable units that have to be towed to the grazing areas. We do not have
8 electricity. The sheep and herders are here from October 1-15 through approximately the end of
9 January.

10 13. The lambing season starts about mid November and lasts until the end of December.
11 All of this varies with the weather and how dry/wet it is that particular year.

12 14. During February and March, depending on availability of feed, the sheep are moved
13 to rural areas west of Bakersfield, about 1 hour and 45 mins away from Bakersfield. Specifically, the
14 leases are mostly on oil fields and is not cultivated. While there are some dirt roads and no
15 permanent housing. We use the same housing we use in the Mojave Desert. This area does not
16 include feedlots or corrals, and is not near El Tijen's headquarters. There are no other herders with
17 me in this location and the supervisor situation is the same as I described in the Mojave desert, since
18 like the desert there is no water and water has to be brought out to the sheep in a big water truck. In
19 Nevada, the areas all have natural streams and water is not brought in for the sheep.

20 15. As mentioned above, at the end of March, we move the sheep to the Mojave desert or
21 Nevada, depending on feed and weather, and the cycle starts again.

22 16. To be specific, this breaks down to about 6 months in Nevada and 6 months in
23 California. The exact time may vary, but this is a fair general characterization. About 1 month in
24 California is spent in the Mojave Desert. Further, about 2 months in California are spent on rural oil
25 field lands. The remaining time in California (only about 3 months) is spent on cultivated fields.

26 17. From my personal experience, I conclude that I worked in range land (e.g.,
27 uncultivated land which consists of thousands of acres, is located in a remote and isolated area, range
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1 housing is required, there are no feedlots or corrals, and are not near El Tejon's headquarters) for
2 significantly more than 50% of every year that I worked for El Tejon. As I mentioned above, for
3 almost the entire year each herder works alone and in different geographic locations. This means that
4 while I personally worked on range land, other herders were not with me and my area of work is not
5 the same as another sheep herder's area of work. Thus, while I worked on range land, this says
6 nothing about other herders working for El Tejon and certainly my work locations and time in each
7 location cannot be equated to herders working for other employers.

8 18. In a very general sense, and not during lambing season, while in Nevada and the
9 Mojave Desert in California, the sheep have a pretty standard routine, as follows:

- 10 a. The sheep bed down from just after sunset until just before sunrise. Obviously, the
11 time of sunrise/set varies with the time of the year. The sheep need no attention from
12 me during this time period.
- 13 b. Around 5 am I get up and go the where the sheep are sleeping. I check on them and
14 direct them to the water. The sheep are at water 8-9 am. I leave them and go back and
15 eat and take a nap at same time they do.
- 16 c. Around 2-3 pm I go to the sheep and direct them toward the area I want them to move
17 that night. I am with the sheep about 2-3 hours and go back to camp and I can eat
18 sleep. This can be longer or shorter, based on where I plan to send them the next day,
19 by checking out that area.
- 20 d. The tipi is normally located where a vehicle can get to it and the sheep are 30-45
21 minutes away.

22 19. The schedule set forth above varies a little when I am in California, not including
23 lambing season, in that it is less work.

24 20. During lambing season, the time worked is a little more than the time in Nevada.

25 21. During my employment, I was paid the same wage rate for the time periods that I
26 worked in California that I was paid when I worked in Nevada. Specifically, during 2014 and 2015,
27 I was paid \$1,661.72 per month. Beginning on January 1, 2016, I was paid twice a month at a rate of
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1 \$888.99 per pay period. In addition, part of my wage is room and board. This was explicitly agreed
2 to as part of my compensation in my employment offer. I am also permitted to slaughter a lamb to
3 eat. I am supplied with meals every day and a place to stay. I believe that it is a fair estimate to say
4 that the value of my food is \$12/day or \$82/week. I also believe that a fair value for my housing is
5 \$300-400/month.

6 22. I estimate that I actually perform work an average of 56 hours per week, taking the
7 full year into account. I truly believe I work an average of 8 hours per day.

8 23. I was also given 2 weeks of paid vacation time each year by El Tejon. I have also
9 received surprise discretionary bonus, based on their judgment of my work, of about \$1,000 in 2014
10 and 2015.

11 24. As a result, I do not believe that I was paid below Nevada's minimum wage of
12 \$8.25/hour during any time period that I worked in Nevada.

13 I hereby declare under penalty of perjury under the laws of the United States and the State of
14 Nevada that the foregoing is true and correct to the best of my knowledge.

15 Date: This 18th day of July, 2016.

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19 CESARIO YAURI GARCIA
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DECLARATION OF INTERPRETATION

Ruben Burnias, hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I hereby certify that I am currently working with Interpreting Enterprises and have previously worked as a State and Federal Court Interpreter for over 25 years. I have also served in my capacity of Spanish Court Interpreter in over 1800 depositions.

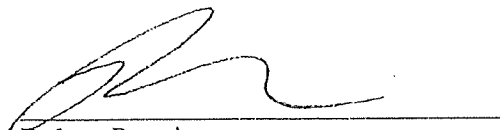
4. I am fluent in both English and Spanish languages and I am competent to translate from Spanish to English and English to Spanish.

5. I personally attended the witness interview of Cesario Yauri Garcia ("Garcia") in Elko, Nevada, along with Anthony L. Hall, Esq. I have acted as an interpreter throughout the witness interview in order to ensure accuracy.

6. Following the witness interview, I certify that I read the Declaration of Garcia to him in a language that he understood (Spanish), and that he was given the opportunity to ask any questions and to make any changes or corrections that he felt were appropriate. I also certify that my translation of his declaration to him was true and correct. I certify that Garcia confirmed that he understood and agreed with his Declaration before signing it.

I hereby declare under penalty of perjury under the laws of the United States and the State of Nevada that the foregoing is true and correct to the best of my knowledge.

Date: This 11th day of July, 2016.



Ruben Burnias
Interpreting Enterprises

ETS000067

RA 02220

EXHIBIT 3

FILED UNDER SEAL

EXHIBIT 3

DECLARATION OF GILMAR JHONNY MELO CASTILLO

Gilmar Jhonny Melo Castillo hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I am able to speak and write in Spanish. Through an interpreter, I was able to make any and all changes that I felt were necessary or appropriate to this Declaration before I signed it. Specifically, the interpreter read it to me, line by line, and I was able to have the interpreter repeat anything that I requested and I was able to change anything that I felt needed to be changed.

4. I am an employee of El Tejon Sheep Company (hereinafter "El Tejon"). I have been working for El Tejon since August 7, 2015 to the present. During that time I have had all promises made to me by El Tejon fulfilled.

5. Other than the fact that I was recruited by and given the formal employment offer from Western Range Association, during the prior 3 year time period, I have not worked in the United States as a sheep herder for any other company than El Tejon.

6. When I started, in August of 2015, I started in California and did work to prepare the winter grazing area for the sheep. I did this work until October, when the sheep were brought back from Nevada. I started tending sheep from October through about the end of January.

7. In February up to April 10, 2016, me and my band of sheep moved to a rural area west of Bakersfield on oil fields. This area is also very rural. While there are some roads (mostly dirt) near the grazing areas that I worked, there is no power and permanent housing. This area is uncultivated and the sheep eat natural growing grasses and plants. This area does not include feedlots or corrals, and is not near El Tejon's headquarters. There are no other herders with me in this



1 location and my daily activities are not monitored. My supervisor visits daily to bring water for the
2 sheep and supplies. He stays with me only about 30-60 minutes, but maybe more depending on
3 circumstances. Thus, no one but me can testify as to my daily work activities or work time.
4 Similarly, since I am alone, I cannot testify as to the work time or work activities of other sheep
5 herders working for El Tejon, much less herders working for other employers.

6 8. On April 10, 2016, we moved the sheep that I tended and myself to Nevada. My band
7 of sheep and I were about 40 minutes on dirt roads north of Rendon, Nevada. I was in this area until
8 the end of June. At the end of June to the present, we moved to Snow Canyon and then to Columbia
9 basin area. The specific areas that I worked during all of the time in Nevada is very remote locations
10 with only dirt roads. My housing in these areas is tipi tents and a cot and must be brought in by 4x4
11 trucks. There is no electricity. I work this rugged area by walking. This areas are uncultivated and
12 there are no permanent structures. This area does not include feedlots or corrals, and is not near El
13 Tejon's headquarters. There are no other herders with me in this location and my daily activities are
14 not monitored. My supervisor visits me about 3-4 times a week and he typically only stays about 2
15 hours. Thus, no one but me can testify as to my daily work activities or work time. Similarly, since I
16 am alone, I cannot testify as to the work time or work activities of other sheep herders working for El
17 Tejon, much less herders working for other employers.

18 9. To be specific, this breaks down to about 3 months in Nevada and 7 months in
19 California. Further, about 3 months of the California time is spent on rural oil field lands that were
20 uncultivated. The remaining time in California (only about 4 months) is spent on cultivated fields.

21 10. From my personal experience, I conclude that I worked in range land (e.g.,
22 uncultivated land, is located in a remote and isolated area, range housing is required, there are no
23 feedlots or corrals, and are not near El Tejon's headquarters) for significantly more than 1/2 of the
24 year. As I mentioned above, for almost the entire year each herder works alone and in different
25 geographic locations. This means that while I personally worked on range land, other herders were
26 not with me and my area of work is not the same as another sheep herder's area of work. Thus, while
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1 I worked on range land, this says nothing about other herders working for El Tejon and certainly my
2 work locations and time in each location cannot be equated to herders working for other employers.

3 11. In a very general sense, while in Nevada and the California oil fields, the sheep and I
4 have a pretty standard routine, as follows:

- 5 a. I get up about 4-4:30 and make breakfast. I start walking to the sheep around 5 am,
6 and it takes 15-45 minutes to walk to the sheep, depending on conditions and the
7 location of the sheep.
- 8 b. When I get to the sheep in the morning, I make a count of the number of sheep with
9 bells (I am supposed to have 9 sheep with bells at present). I then direct them to water
10 and food that I want them to use that day.
- 11 c. After the sheep feed and water they typically sleep. How long they sleep depends on
12 how hot it is, the hotter it is the longer they sleep. I typically start walking back to
13 camp around 10 am, this can be earlier or later depending on circumstances.
- 14 d. When I get back to camp I sleep, prepare my meal, engage in activities to distract
15 myself like write letters, play the guitar, wash my clothes, take care of personal
16 hygiene, etc.
- 17 e. I start walking back to the sheep around 2:30-3 pm and I stay with them about 1-3
18 hours, depending on circumstances.
- 19 f. The sheep bed down from just after sunset until just before sunrise. The sheep need
20 no attention from me during sleep periods or when they moving in the direction I sent
21 them, if they are moving appropriately. I use my discretion to decide this.

22 12. During the time the sheep are on cultivated fields, my day is shorter (days are shorter
23 in the winter), though we have more work to do in the shorter time period.

24 13. During my employment, I was paid the same wage rate for the time periods that I
25 worked in California that I was paid when I worked in Nevada. Specifically, from August 2015
26 through December 31, 2015, I was paid \$1,661.72 per month. Beginning on January 1, 2016, I was
27 paid twice a month at a rate of \$888.99 per pay period. In addition, part of my wage is room and
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1 board. This was explicitly agreed to as part of my compensation in my employment offer. I can also
2 slaughter a lamb to eat and I do this about once every 2 weeks. I am supplied with meals every day
3 and a place to stay. I have not been in America long enough to be able to estimate the value of my
4 food and lodging.

5 14. I estimate that I actually perform work an average of 7-8 hours per day, if that. In fact,
6 that may be an over estimate.

7 15. I was also given 2 weeks of paid vacation time each year by El Tejon. I have also
8 received surprise discretionary bonus of \$400 around the end of 2015.

9 16. As a result, I do not believe that I was paid below Nevada's minimum wage of
10 \$8.25/hour during any time period that I worked in Nevada.

11 I hereby declare under penalty of perjury under the laws of the United States and the State of
12 Nevada that the foregoing is true and correct to the best of my knowledge.

13 Date: This 19th day of July, 2016.

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16 _____
17 GILMAR JHONNY MELO CASTILLO
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DECLARATION OF INTERPRETATION

Ruben Burnias, hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I hereby certify that I am currently working with Interpreting Enterprises and have previously worked as a State and Federal Court Interpreter for over 25 years. I have also served in my capacity of Spanish Court Interpreter in over 1800 depositions.

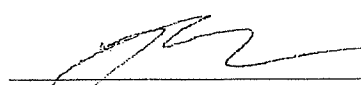
4. I am fluent in both English and Spanish languages and I am competent to translate from Spanish to English and English to Spanish.

5. I personally attended the witness interview of Elmer Alcides Cantaro Castillo ("Castillo") in Elko, Nevada, along with Anthony L. Hall, Esq. I have acted as an interpreter throughout the witness interview in order to ensure accuracy.

6. Following the witness interview, I certify that I read the Declaration of Castillo to him in a language that he understood (Spanish), and that he was given the opportunity to ask any questions and to make any changes or corrections that he felt were appropriate. I also certify that my translation of his declaration to him was true and correct. I certify that Castillo confirmed that he understood and agreed with his Declaration before signing it.

I hereby declare under penalty of perjury under the laws of the United States and the State of Nevada that the foregoing is true and correct to the best of my knowledge.

Date: This 19th day of July, 2016.



Ruben Burnias
Interpreting Enterprises

ETS000088

RA 02226

EXHIBIT 4

FILED UNDER SEAL

EXHIBIT 4

DECLARATION OF FILOMENO LEONARDO LAPA POMAHUALI

Filomeno Leonardo Lapa Pomahuali hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I am able to speak and write in Spanish. Through an interpreter, I was able to make any and all changes that I felt were necessary or appropriate to this Declaration before I signed it. Specifically, the interpreter read it to me, line by line, and I was able to have the interpreter repeat anything that I requested and I was able to change anything that I felt needed to be changed.

4. I am an employee of El Tejon Sheep Company (hereinafter "El Tejon"). I have been working for El Tejon since September 20, 2014, to the present. During that time I have had all promises made to me by El Tejon fulfilled.

5. Other than the fact that I was recruited by and given the formal employment offer from Western Range Association, during the prior 3 year time period, I have not worked in the United States as a sheep herder for any other company than El Tejon.

6. Since I have worked for El Tejon for almost 2 years, and I cannot recall the exact dates we moved sheep from one location to another, I am giving my general memory of the schedule since it is similar each year, depending on feed and other environmental factors.

7. I have not personally herded sheep in the Mojave Desert, in California. I worked in the Oil field area that I will describe below during the time period others worked in the Mojave Desert.

8. Depending on feed conditions, we move the sheep by truck from the oil fields to Elko county around April 1. The sheep remain in two areas of this area from April 1 up to the end of

1 May. We are north of Rendon. The area is a full hour from Rendon. My housing consists of tents
2 and items that can be brought in by 4x4 and there is no power. This area is uncultivated. This area
3 does not include feedlots or corrals, and is not near El Tejon's headquarters. The sheep eat natural
4 growing grass.

5 9. From the end of May until October, we move the sheep further north in Nevada, near
6 Jacks Creek. I am personally in the Snow Canyon allotment. The specific area that I worked on
7 during this time period is in a very remote location in the mountains with only dirt roads. My
8 housing consists of tents, a cot and must be brought in by 4x4 trucks. There is no power. This area is
9 uncultivated and the sheep eat natural grass. This area does not include feedlots or corrals, and is not
10 near El Tejon's headquarters.

11 10. During the periods in Nevada and the oil fields, there are no other herders with me in
12 this location and my daily activities are not monitored. There is a supervisor that comes every other
13 day or so and he stays with me only about 2-3 hours. Thus, no one but me can testify as to my daily
14 work activities or work time. Similarly, since I am alone, I cannot testify as to the work time or
15 work activities of other sheep herders working for El Tejon, much less herders working for other
16 employers.

17 11. In October all the sheep are trucked back to California.

18 12. The lambing season starts about November 10 and lasts until the end of December.

19 13. During February and March, depending on availability of feed, the sheep are moved
20 to rural areas west of Bakersfield. Specifically, the oil fields. This area is also very rural and only
21 has dirt roads. There is no power. This area is uncultivated. The housing is a tow trailer. This area
22 does not include feedlots or corrals, and is not near El Tijen's headquarters. There are no other
23 herders with me in this location and my daily activities are not monitored. My supervisor comes out
24 daily to bring the sheep water and he stays about 1-2 hours.

25 14. As mentioned above, on April 1, we move the sheep to Nevada and the cycle starts
26 again.

1 15. To be specific, this breaks down to about 6 months in Nevada and 6 months in
2 California. The exact time may vary, but this is a fair general characterization. Further, about 2
3 months in California are spent on rural oil field lands.

4 16. From my personal experience, I conclude that I worked in range land (e.g.,
5 uncultivated land, is located in a remote and isolated area, range housing is required, there are no
6 feedlots or corrals, and are not near El Tejon's headquarters) for significantly more than 1/2 of every
7 year that I worked for El Tejon. As I mentioned above, for almost the entire year each herder works
8 alone and in different geographic locations. This means that while I personally worked on range
9 land, other herders were not with me and my area of work is not the same as another sheep herder's
10 area of work. Thus, while I worked on range land, this says nothing about other herders working for
11 El Tejon and certainly my work locations and time in each location cannot be equated to herders
12 working for other employers.

13 17. In a very general sense, and not during lambing season, while in Nevada and the oil
14 fields of California, the sheep have a pretty standard routine, as follows:

- 15 a. The sheep bed down from just after sunset until just before sunrise. Obviously, the
16 time of sunrise/set varies with the time of the year. The sheep need no attention from
17 me during this time period.
18 b. I get up from 4-5 am or later, I get up and make breakfast. I then walk to the flock,
19 which is about 15-20 mins away.
20 c. Then I will be with the flock until about a little before 10 am or just after. They go to
21 the water and then the sheep need no attention from me, since they drink water, sleep
22 and graze during this time period.
23 d. I go back to my camp and eat and rest, bathe, wash clothes, etc.
24 e. I go back to flock about 3 pm and move them. If it is hot, I will go even later, since
25 when hot the sheep sleep longer.
26 f. I am with them from about 3 until maybe 5-5:30.

1 18. The schedule set forth above varies a little when I am in California, on cultivated
2 fields, and it is shorter. Since, we have fences on cultivated fields.

3 19. During my employment, I was paid the same wage rate for the time periods that I
4 worked in California that I was paid when I worked in Nevada. Specifically, during 2014 and 2015,
5 I was paid \$1,661.72 per month. Beginning on January 1, 2016, I was paid twice a month at a rate of
6 \$888.99 per pay period. In addition, part of my wage is room and board. This was explicitly agreed
7 to as part of my compensation in my employment offer. I can also slaughter a lamb and I do this
8 about 1 time per month. I am supplied with meals every day and a place to stay. I believe that it is a
9 fair estimate to say that the value of my food is \$12/day. I also believe that a fair value for my
10 housing is \$300/month.

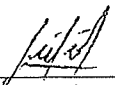
11 20. I estimate that I actually perform work an average of 8 per day, taking the full year
12 into account.

13 21. I was also given 2 weeks of paid vacation time each year by El Tejon. I have also
14 received surprise discretionary bonus of \$1,000 around each year.

15 22. As a result, I do not believe that I was paid below Nevada's minimum wage of
16 \$8.25/hour during any time period that I worked in Nevada.

17 I hereby declare under penalty of perjury under the laws of the United States and the State of
18 Nevada that the foregoing is true and correct to the best of my knowledge.

19 Date: This 18th day of July, 2016.

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21 FILOMENO LEONARDO LAPA POMAHUALI
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DECLARATION OF INTERPRETATION

Ruben Burnias, hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I hereby certify that I am currently working with Interpreting Enterprises and have previously worked as a State and Federal Court Interpreter for over 25 years. I have also served in my capacity of Spanish Court Interpreter in over 1800 depositions.

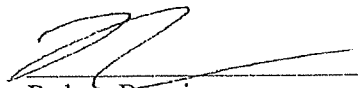
4. I am fluent in both English and Spanish languages and I am competent to translate from Spanish to English and English to Spanish.

5. I personally attended the witness interview of Filomeno Leonardo Lapa Pomahuali ("Pomahuali") in Elko, Nevada, along with Anthony L. Hall, Esq. I have acted as an interpreter throughout the witness interview in order to ensure accuracy.

6. Following the witness interview, I certify that I read the Declaration of Pomahuali to him in a language that he understood (Spanish), and that he was given the opportunity to ask any questions and to make any changes or corrections that he felt were appropriate. I also certify that my translation of his declaration to him was true and correct. I certify that Pomahuali confirmed that he understood and agreed with his Declaration before signing it.

I hereby declare under penalty of perjury under the laws of the United States and the State of Nevada that the foregoing is true and correct to the best of my knowledge.

Date: This 18 day of July, 2016.



Ruben Burnias
Interpreting Enterprises

ETS000083

RA 02232

EXHIBIT 5

FILED UNDER SEAL

EXHIBIT 5

DECLARATION OF ELIAS MAXIMO ASCANOA ALANIA

Elias Maximo Ascanoa Alania hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I am able to speak and write in Spanish. Through an interpreter, I was able to make any and all changes that I felt were necessary or appropriate to this Declaration before I signed it. Specifically, the interpreter read it to me, line by line, and I was able to have the interpreter repeat anything that I requested and I was able to change anything that I felt needed to be changed.

4. I am an employee of El Tejon Sheep Company (hereinafter "El Tejon"). I have been working for El Tejon since May 22, 2014 to the present. During that time I have had all promises made to me by El Tejon fulfilled.

5. Other than the fact that I was recruited by and given the formal employment offer from Western Range Association, during the prior 3 year time period, I have not worked in the United States as a sheep herder for any other company than El Tejon.

6. Since I have worked for El Tejon for more than 2 years, and I cannot recall the exact dates we moved sheep from one location to another, I am giving my general memory of the schedule since it is similar each year, depending on feed and other environmental factors.

7. I, personally, have not herded sheep in the Mojave Desert. Instead, I stayed in the oil field area, that I will describe below.

8. Depending on feed conditions, we move the sheep by truck from California to Nevada. The sheep remain in this area from April 1 up to first weeks of June. This area is about 40 minutes north of Rendon, by truck. The roads are all dirt in the area that we herd the sheep. There

1 are no permanent structures. My housing consists of tents and items that can be brought in by 4x4
2 and there is no power. This area is uncultivated and unfenced. This area does not include feedlots or
3 corrals, and is not near El Tejon's headquarters. Sheep feed on natural grass in this area and water
4 from streams. There are no other herders with me in this location.

5 9. From the beginning of June, I moved with my sheep to the Jack Creek area of
6 Nevada. I stayed in this area to mid-October. Specifically, me and my band of sheep were in the
7 Snow Canyon allotment. The specific area that I worked on during this time period is in a very
8 remote location in the mountains with only dirt roads. My housing consists of tents and a cot. There
9 is no power. This area is uncultivated. This area does not include feedlots or corrals, and is not near
10 El Tejon's headquarters.

11 10. For both areas in Nevada, the supervisor comes around every other day or so and only
12 stays about 20-30 minutes. Thus, no one but me can testify as to my daily work activities or work
13 time. Similarly, since I am alone, I cannot testify as to the work time or work activities of other
14 sheep herders working for El Tejon, much less herders working for other employers.

15 11. In mid-October all the sheep are trucked back to California and are in an area that is
16 East of Bakersfield. They sheep stay here until mid to late January.

17 12. The lambing season starts about November 10 and lasts until the end of December.

18 13. During February and March, depending on availability of feed, the sheep are moved
19 to rural areas west of Bakersfield to oil fields. This area is also very rural. While there are some
20 roads (mostly dirt) near the grazing areas that I worked and there is no power. This area is
21 uncultivated. We live in a trailer that is towed to the location. This area does not include feedlots or
22 corrals, and is not near El Tijen's headquarters. The sheep eat natural grown (not cultivated) grass.
23 Water for the sheep is brought in by truck. There are no other herders with me in this location and
24 my daily activities are not monitored. The supervisor visits daily to bring water and he typically stays
25 about 1 hour. Thus, no one but me can testify as to my daily work activities or work time. Similarly,
26 since I am alone, I cannot testify as to the work time or work activities of other sheep herders
27 working for El Tijen, much less herders working for other employers.

14. As mentioned above, my band moved back to Nevada each year around April 10.

15. To be specific, this breaks down to about 6 months in Nevada and 6 months in California. The exact time may vary, but this is a fair general characterization. For me, I spent about 2 months in California in uncultivated oil field lands.

16. From my personal experience, I conclude that I worked in range land (e.g., uncultivated land that is located in a remote and isolated area, range housing is required, there are no feedlots or corrals, and are not near El Tejon's headquarters) for significantly more than 1/2 of every year that I worked for El Tejon. As I mentioned above, for almost the entire year each herder works alone and in different geographic locations. This means that while I personally worked on range land, other herders were not with me and my area of work is not the same as another sheep herder's area of work. Thus, while I worked on range land, this says nothing about other herders working for El Tejon and certainly my work locations and time in each location cannot be equated to herders working for other employers.

17. In a very general sense, and not during lambing season, while in Nevada and the oil fields of California, the sheep have a pretty standard routine, as follows:

- a. The sheep bed down from just after sunset until just before sunrise. Obviously, the time of sunrise/set varies with the time of the year. The sheep need no attention from me during this time period.
- b. I get up around 4-4:30 am and prepare my breakfast. I start walking to the sheep around 5 am. The walk to the sheep is normally around 20-25 minutes.
- c. I direct the flock to food and water and check on them. My routine varies depending on the situation. I prepare my lunch when the sheep sleep during the day. The sheep sleep about 5 hours or more each mid-day. I also go back to camp to eat during the day and sleep during this time period.
- d. The sheep need no attention from me, since they drink water, nap and graze during this time period.

1 e. I go back to the sheep around 2 pm and stay with them about 2 hours, to direct them
2 to where I want them heading for the evening.

3 18. The schedule set forth above varies a little when I am in California, on cultivated
4 land, my day is shorter. This is mostly because this is winter and the day light hours are shorter.

5 19. During my employment, I was paid the same wage rate for the time periods that I
6 worked in California that I was paid when I worked in Nevada. Specifically, in 2015 I earned
7 \$1,661.72 per month. Beginning on January 1, 2016, I was paid twice a month at a rate of \$888.99
8 per pay period. In addition, part of my wage is room and board. This was explicitly agreed to as part
9 of my compensation in my employment offer. I am also allowed to slaughter lamb for food. I am
10 supplied with meals every day and a place to stay. I believe that it is a fair estimate to say that the
11 value of my food is \$10/day or \$70/week. I also believe that a fair value for my housing is \$150-
12 200/month.

13 20. I estimate that I actually perform work an average of 8 hours each day.

14 21. I was also given 2 weeks of paid vacation time each year by El Tejon. I have also
15 received surprise discretionary bonus of \$1,000 each year.

16 22. As a result, believe that I was paid above Nevada's minimum wage of \$8.25/hour
17 during all time periods that I worked in Nevada.

18 I hereby declare under penalty of perjury under the laws of the United States and the State of
19 Nevada that the foregoing is true and correct to the best of my knowledge.

20 Date: This 18th day of July, 2016.

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22 ELIAS MAXIMO ASCANOA ALANIA
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DECLARATION OF INTERPRETATION

Ruben Burnias, hereby deposes and says as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth in this Declaration, except as to the matters stated upon information and belief, and as to those matters, I believe them to be true. I am competent to testify to the matters contained herein and if called as a witness, I could and would competently testify to the information that this Declaration contains.

2. This declaration is freely given by me and not as a result of coercion, threats or promises of any benefit to me or my family.

3. I hereby certify that I am currently working with Interpreting Enterprises and have previously worked as a State and Federal Court Interpreter for over 25 years. I have also served in my capacity of Spanish Court Interpreter in over 1800 depositions.

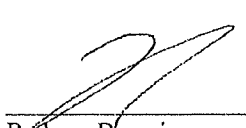
4. I am fluent in both English and Spanish languages and I am competent to translate from Spanish to English and English to Spanish.

5. I personally attended the witness interview of Elias Maximo Ascanoa Alania ("Alania") in Elko, Nevada, along with Anthony L. Hall, Esq. I have acted as an interpreter throughout the witness interview in order to ensure accuracy.

6. Following the witness interview, I certify that I read the Declaration of Alania to him in a language that he understood (Spanish), and that he was given the opportunity to ask any questions and to make any changes or corrections that he felt were appropriate. I also certify that my translation of his declaration to him was true and correct. I certify that Alania confirmed that he understood and agreed with his Declaration before signing it.

I hereby declare under penalty of perjury under the laws of the United States and the State of Nevada that the foregoing is true and correct to the best of my knowledge.

Date: This 18th day of July, 2016.



Ruben Burnias
Interpreting Enterprises

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