

IN THE SUPREME COURT OF THE STATE OF NEVADA

ABEL CÁNTARO CASTILLO,

Appellant,

vs.

WESTERN RANGE ASSOCIATION,

Respondent.

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RESPONDENT WESTERN RANGE ASSOCIATION'S
APPENDIX VOLUME 3, PART 1

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CHRONOLOGICAL ORDER

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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

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19 **UNITED STATES DISTRICT COURT**
20 **DISTRICT OF NEVADA**

21 ABEL CANTARO CASTILLO on behalf of himself
and those similarly situated,

22 Plaintiff,

23 vs.

24 WESTERN RANGE ASSOCIATION

25 Defendant.

CASE NO. 3:16-cv-00237-RCJ-CLB

26
27 **PLAINTIFF'S RESPONSE TO DEPOSITION OBJECTIONS**

28 Plaintiff Abel Cántaro Castillo, by and through his counsel, hereby files his Response to

1 Deposition Objections filed by Borda Land and Sheep Co., LLC, Estill Ranches, F.I.M. Corp., Inc.,
2 and Rafter Seven Merinos, Inc (collectively “the Ranches”).

3 **I. INTRODUCTION**

4 In December of last year, twelve of Defendant Western Range Association’s member ranches
5 moved to quash subpoenas, arguing that depositions would be unduly burdensome. As a
6 compromise, the Court ordered that the Ranches should submit detailed declarations supplying the
7 requested information, permitting Plaintiff to request depositions due to lack of adequacy of the
8 declarations, and providing the opportunity for the Ranches to object to depositions. Dkt. 243.
9 Plaintiff attempted to work with the Ranches to obtain the necessary information via declarations,
10 but ultimately provided notice of the need to proceed with depositions. Counsel for the Ranches
11 indicated there would be no objection, and the deadline for filing objections passed. Plaintiff then
12 attempted to work with counsel for the Ranches to schedule depositions, and ultimately served
13 updated subpoenas for deposition dates. While some depositions have been completed, four ranches
14 have chosen to pursue belated objections, and one ranch, Green Goat, has ignored every deadline,
15 provided no declaration, failed to appear for deposition, and filed no objections. Plaintiff tried to
16 avoid the need for depositions, to accommodate the Ranches with respect to timing, and to conduct
17 the recently taken depositions expeditiously. Nonetheless, the Ranches have remained
18 uncooperative. The belated objections filed by the Ranches should be overruled.

19 **II. STATEMENT OF FACTS**

20 Per the Court’s January 15 order requiring the Ranches to submit “specifically detailed
21 declarations” by March 16, 2021, Dkt. 243, twelve of the fourteen¹ ranches submitted their
22 declarations on March 15, 2021. Declaration of Christine Webber, attached hereto as Exhibit 1, at ¶
23 8. However, these declarations were far from adequate in addressing the questions conveyed by
24 Plaintiff in his January 11 Redlined Template Declaration. *See* Dkt. 241-2. Plaintiff promptly
25 provided the Ranches with an itemized list of fifteen deficiencies, and counsel met and conferred to
26

27 ¹ While only twelve ranches filed the motion to quash, two additional ranches that had been
28 subpoenaed subsequently retained the same counsel and agreed to comply with the same schedule as
the Court had ordered. Ex. 1 at ¶ 5.

1 discuss providing revised declarations. Ex. 1 at ¶¶ 9-10; *See also* March 22 Deficiencies Letter at
2 Dkt. 250-6. Despite assurances from counsel for the Ranches, no revised declarations were
3 forthcoming. Ex. 1 at ¶ 10. On April 5, 2021, the court-ordered deadline for providing notice of
4 depositions, Plaintiff informed the Ranches that based upon the current record, he would seek to
5 depose all 14 Ranches. Ex. 1 at ¶ 11; *see also* April 5 Deposition Notice at Dkt. 250-7. However, *if*
6 sufficient revised declarations were received by April 12, Plaintiff would limit his deposition
7 requests to: (a) full depositions of John Espil Sheep Co. and Green Goat Restoration, LLC, neither of
8 which had ever submitted a declaration, (b) depositions limited to addressing any of the deficiencies
9 outlined in the March 22 letter that remained unaddressed in subsequent declarations, (c) depositions
10 of four ranches (Need More Sheep, Ellison Ranching Co., Silver Creek, and Bonnie Little) to
11 address follow-up questions related to hours worked, herder duties, the “on call 24/7” requirement,
12 whether and how ranches tracked hours worked, and the basis for ranch estimates of hours worked
13 (including what activities the declarations excluded as “non-work time”). *Id.* No revised declarations
14 were received by the extended April 12 deadline. Ex. 1 at ¶ 12.

15 On April 23, 2021, the court-ordered deadline for objecting to Plaintiff’s request for
16 depositions, counsel for the Ranches, Mr. Snyder, called Plaintiff’s counsel and stated that he would
17 not object to the depositions of the four ranches identified above, although he still hoped that revised
18 declarations, for which he provided a revised anticipated timeline, would avoid the need for other
19 depositions. Ex. 1 at ¶ 13. Plaintiff’s counsel sent emails on May 4, 10, 13, 14, 18, and 19 attempting
20 to schedule depositions and inquiring about the status of revised declarations. Ex. 1 at ¶ 16. On May
21 19, Plaintiff set a new deadline of May 30 for receiving adequately revised declarations, without
22 which Plaintiff reiterated that he would subpoena the remaining ranches for full depositions as
23 noticed on April 5. *Id.* On May 25, Plaintiff served subpoenas on the four ranches as well as John
24 Espil and Green Goat, neither of which had ever provided a declaration. Ex. 1 at ¶ 18; *see also* May
25 25 Letter, attached hereto as Exhibit 2. Plaintiff also proposed dates for the other Ranches, as none
26 of them had produced revised declarations. *Id.*

27 Plaintiff took the depositions of Need More Sheep, Ellison Ranching Company, Silver Creek
28 (now represented by other counsel), and Bonnie Little (now represented by other counsel) without

1 incident. Ex. 1 at ¶¶ 20, 21, 25. Need More Sheep, Ellison Ranching Company, and Silver Creek did
2 not provide revised declarations prior to their deposition; for each of these four depositions,
3 questioning by Plaintiff took approximately four hours. *Id.*

4 The day before Green Goat's deposition date, Mr. Snyder informed Plaintiff's counsel that
5 Green Goat did not intend to appear. Ex. 1 at ¶ 22. Plaintiff made a record of Green Goat's
6 nonappearance. Ex. 1 at ¶ 23; *see also* Record of Nonappearance, attached hereto as Exhibit 3. As
7 reflected in the nonappearance record, at no point did Green Goat ask for a schedule change or other
8 accommodation, or communicate any excuse whatsoever for its failure to provide any declaration or
9 appear for deposition. *Id.* Plaintiff's counsel wrote on June 11, 14, and 17 to inquire about
10 rescheduling Green Goat's deposition, and on June 21, 25, and 30 requesting to meet and confer
11 before filing a motion to compel Green Goat's deposition. Ex. 1 at ¶ 24.

12 On June 14, 2021, F.I.M. Corp. produced a revised declaration, and on June 17, 2021, Mr.
13 Snyder wrote that he intended to provide supplemental declarations for the other Ranches providing
14 the information outlined in Plaintiff's March 22 deficiencies letter. Ex. 1 at ¶¶ 26, 28.

15 On June 21, 2021, Plaintiff served the Ranches with updated subpoenas. Ex. 1 at ¶ 29. As
16 noted in the accompanying cover letter, attached hereto as Exhibit 4, Plaintiff's counsel had
17 repeatedly tried to coordinate schedules and, having received no concrete responses, served
18 depositions for dates of their choosing. Ex. 1 at ¶ 29; *see also* Ex. 4 at 1. The June 21 letter also
19 outlined the deficiencies in F.I.M.'s revised declaration. Ex. 1 at ¶ 30; *see also* Ex. 4 at 1-2. For
20 example, Plaintiff has always been very clear that a primary objection of these depositions is to
21 establish how much the herders were paid and in which state they were operating, so that damages
22 can be accurately calculated. Ex. 1 at ¶ 30; Ex. 4 at 1. Yet, F.I.M.'s declaration made several vague
23 assertions about pay and other key facts. *See* Ex. 4 at 2. The June 21 letter communicated Plaintiff's
24 position that given the length of time it had taken to produce revised declarations, and the continued
25 deficits in those declarations, it would be more expeditious to depose the Ranches to seek the
26 remaining information. Ex. 1 at ¶ 31; Ex. 4 at 2. Additionally, Plaintiff noted that as the court-
27 ordered deadline for deposition objections had passed, each Ranch had waived its opportunity to
28 object to depositions. *Id.*

1 Plaintiff's counsel wrote to inquire whether any of Mr. Snyder's clients intended to appear at
2 their depositions on June 24 and 25, to which Mr. Snyder replied that he would file a Notice of
3 Objections to the remaining depositions. Ex. 1 at ¶¶ 32-34. On June 30, 2021, Plaintiff's counsel
4 wrote again, noting that Mr. Snyder had not yet filed any objections, and requesting to meet and
5 confer before filing a motion to compel these depositions. Ex. 1 at ¶ 35. Four of the Ranches, Borda,
6 Estill Ranches, F.I.M., and Rafter Seven Merinos, filed a notice of deposition objections later that
7 day. Ex. 1 at ¶ 36; *see also* Dkt. 250.

8 **III. ARGUMENT**

9 **A. The Ranches have waived their opportunity to object to depositions**

10 The Court's January 15 Order set clear deadlines for this process: declarations by March 16,
11 notice of depositions by April 5, and filing deposition objections by April 23. Dkt. 243. Twelve of
12 the fourteen Ranches submitted declarations prior to the March 16 deadline, and then Plaintiff
13 expeditiously provided the Ranches with an itemized list of deficiencies. Ex. 1 at ¶¶ 8-9. Adhering to
14 the Court's deadline, when the deficiencies were not remedied, Plaintiff gave notice to all 14 ranches
15 that he would seek to depose each of them based on the current record, yet offered several extended
16 deadlines for receiving adequate declarations and limiting depositions. Ex. 1 at ¶ 11. Counsel for the
17 Ranches communicated via phone call that the Ranches would not object to the depositions noticed
18 on April 5, and that they would seek to expeditiously provide revised declarations. Ex. 1 at ¶ 13. No
19 objections were filed by the April 23 deadline. Ex. 1 at ¶ 15. "It is well established that a failure to
20 object to discovery requests within the time required constitutes a waiver of any objection." *Davis v.*
21 *Fendler*, 650 F. 2d 1154, 1160 (9th Cir. 1981); *accord Wilson v. Greater Las Vegas Ass'n of*
22 *Realtors*, No. 2:14-cv-00362-APG-NJK, 2016 WL 1734082, at *3 (D. Nev. May 2, 2016). On that
23 basis, Plaintiff considers each of the Ranches to have waived their opportunity to object to
24 depositions.

25 Moreover, the Ranches have failed to meet any of the compromise positions that Plaintiff
26 offered in his April 5 letter. *See, e.g.*, Ex. 1 at ¶¶ 11, 12, 16, 17. Not even F.I.M.'s revised
27 declaration, which arrived nearly three months after the declaration deadline, addressed each of the
28 points outlined in the January 11 Redlined Template Declaration and reiterated in the March 22

1 deficiencies letter; it therefore failed to obviate the need for deposition of F.I.M. to address the
2 remaining deficiencies. Ex. 1 at ¶ 26, 29-31; *see also* Dkt. 250-7 at 2 (Plaintiff would limit
3 depositions to “any questions from my March 22 letter that are still not addressed by subsequent
4 declarations”).

5 Despite Plaintiff’s extensive efforts to accommodate the Ranches’ schedules, the lack of
6 affirmative communication about challenges experienced by the Ranches has further complicated
7 matters. For example, certain excuses offered in briefing (the Ranches have been very busy with
8 lambing and shearing, *see* Dkt. 250 at 5) were never communicated to Plaintiff. Nor have the
9 Ranches offered excuses for repeatedly missing deadlines or provided updated timelines. *See, e.g.*,
10 Ex. 1 at ¶¶ 12, 17. The first round of these subpoenas were served in August and September of 2020,
11 nearly one year ago. *See* Dkt. 230 at 1. With expert disclosure deadlines and the close of discovery
12 quickly approaching, Plaintiff cannot acquiesce to further delay.

13 B. The noticed depositions actually pose the least possible burden to the Ranches

14 While F.I.M. has provided a revised declaration, as discussed, *infra*, there remain serious
15 information deficits which will prevent Plaintiff’s proffered expert from accurately calculating
16 damages. Additionally, none of the other objecting Ranches have offered a revised declaration, or
17 even an anticipated timetable for providing one. Therefore, the Ranches’ argument that “the Third
18 Party Ranches have indicated that additional Declarations will be provided” rings quite hollow. Dkt.
19 250 at 2. The depositions of Need More Sheep, Ellison Ranching Company, and Silver Creek Ranch
20 (represented by other counsel) were each taken without the benefit of a revised declaration, and each
21 took approximately four hours on the record to complete. Ex. 1 at ¶¶ 20, 21, 25. Given the length of
22 time it has taken to produce revised declarations (for example, F.I.M. took nearly three months), and
23 the fact that even F.I.M.’s revised declaration did not wholly address the information clearly
24 requested in Plaintiff’s January 11 Redlined Template Declaration (Dkt. 241-2) and reiterated in his
25 March 22 deficiencies letter (Dkt. 250-6), it is Plaintiff’s position that a deposition is the most
26 expeditious format in which to gather any remaining information. *See* Ex. 1 at ¶¶ 29-31; Ex. 4.
27 Ranches that were represented by counsel for the objecting Ranches at the time of the motion to
28 quash, but have since retained other counsel, have completed depositions without incident or have

confirmed upcoming deposition dates; none of these Ranches have suggested that the depositions are unduly burdensome. Ex. 1 at ¶ 19.

C. The relevance of the discovery outweighs any burden on the Ranches

The relevance of this discovery has already been litigated in the motion to quash briefing. The Ranches take issue with the following deficiencies outlined in Plaintiff's March 22 letter, opining that Plaintiff "requested that these witnesses provide still more information – much of which not only goes well beyond the scope of the original deposition Notice, but which is of only the most tangential relevance." Dkt. 250 at 2. This is a clearly disingenuous description. Each of these points clearly falls under a noticed deposition topic, and was clearly communicated to the Ranches via the January 11 Redlined Template Declaration (which was filed with the Court, *see* Dkt. 241-2), and/or through meet and confer. Additionally, many of these points of contention are simple yes/no questions.

Question at Issue (Dkt. 250 at 4)	Deposition Topic	Redlined Template Paragraph
Whether or not WRA played a role in recruiting herders	Topic 5: communication with WRA	Paragraph 3
What information the ranch supplied to WRA in order for WRA to submit the form 790 and Form 9142 paperwork	Topic 5: communication with WRA	Paragraph 4
The nature of plumbing and electricity available in the sheep camps in which herders stayed while on the range	Topic 2: housing	Paragraph 9
Whether the job description set forth in the H-2A regulations and used by WRA in its job clearance orders and applications for H-2A certification was accurate as to the H-2A workers at each ranch	Topic 1: herder responsibilities	Paragraph 10
Whether the ranch had ever asked WRA to re-assign a herder, or chosen not to have a herder return after the end of their yearly contract, due to the herder not taking adequate care of the sheep (or goats) in their care.	Topic 5: communication with WRA	Paragraph 17
Whether the ranch provided health insurance to H-2A herders	Topic 3: rate of pay	Via meet and confer, <i>See</i> Ex. 1 at ¶ 6.

Moreover, this information continues to be critically important to Plaintiff's case. As one example, the Nevada minimum wage amendment provides that employers who do not offer health insurance must pay a higher minimum hourly wage than jobs which do offer health insurance. Nev. Const. Art. 15, §16. Therefore, the yes/no question of "whether the ranch provided health insurance to H-2A herders" is extremely relevant.

Additionally, the deficiencies in F.I.M.'s revised declaration continue to leave critical questions unanswered. Plaintiff identified the following vague statements regarding the location of herders (which dictates whether they are eligible for the Nevada minimum wage) and the wage rates paid to herders:

- This salary is typically the AEW, but in some instances it may be somewhat higher
- During lambing, the herder who works at night is paid a higher salary
- Due to extenuating circumstances, a herder may work more than an eight hour work day and is compensated for additional time
- Some of our grazing allotments are located on or near the border between Nevada and California... We do not track how much time is spent on any particular side of the state line
- The declaration makes no mention whatsoever of bonuses. *See* Ex. 4 at 2.

Establishing basic wage rates was a top priority, yet F.I.M. refers to paying some herders more than the AEW without specifying how much more is paid, or who received these higher salaries. F.I.M.'s conclusory statement that it does not track how much time is spent in each state is not a complete answer: many ranches that do not keep specific records were nonetheless able to provide testimony estimating the time spent in each state. *See, e.g.,* Declaration of Melchor Gragirena, Dkt. 238-1 at ¶ 7. Similarly, the declaration does not state how much more is paid to the night time worker during lambing, or identify who that herder is. F.I.M. also makes conclusory statements about herders working more than eight hours a day, without explaining how often herders work more than eight hours a day or how much additional compensation is provided. The declaration also entirely fails to address the subject of bonuses, which was clearly requested in Paragraph 7 of the Redlined Template Declaration and reiterated in the March 22 Deficiencies Letter. *See* Dkt. 241-

2; Dkt. 250-6 at 2. Each of these information deficits directly implicates how much each herder was paid, which is highly relevant to calculating damages.

D. The Court should compel Green Goat to attend its deposition, or permit Plaintiff to file a Motion to Compel

Additionally, Green Goat Restoration, LLC, has failed to comply with the Court's January 15 Order to produce a declaration, and it failed to appear for a deposition for which it was served, via counsel, with an updated subpoena. Although Green Goat did not file deposition objections, in order to efficiently address these issues, since counsel for Green Goat has not yet agreed to meet and confer and prepare a joint letter to the Court addressing this issue, Plaintiff requests to address this closely related issue as part of this briefing.

Per LR IA 1-3(f) requiring the parties to meet and confer prior to filing discovery motions, Plaintiff's counsel informed Green Goat's counsel that they would be making a record of its nonappearance, and wrote to inquire about the possibility of rescheduling the deposition on June 11, 14, and 17. Ex. 1 at ¶ 24. Plaintiff's counsel further wrote to request a meet and confer before filing a motion to compel on June 21, 25, and 30. *Id.* Having received no responses, it is Plaintiff's position that he has fulfilled his responsibility to meet and confer with Green Goat.

As documented in the record of nonappearance, at no point did Green Goat ask for a schedule change or other accommodation, or communicate any excuse whatsoever for its failure to comply with the Court's January 15 Order requiring the submission of declarations, or for its failure to comply with the subpoena noticing its deposition for June 11, 2021. Ex. 1 at ¶ 23; Ex. 3. While the record is sufficiently clear that Plaintiff believes an order to Green Goat is well supported without further briefing, Plaintiff would be happy to file a motion to compel for full briefing if the Court prefers.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Deposition Objections be denied with prejudice and that the Court compel Green Goat to attend its deposition or order briefing on a Motion to Compel.

1 Dated: July 9, 2021

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CERTIFICATE OF SERVICE

I hereby certify that on July 9, 2021, a true and correct copy of the foregoing was served via the United States District Court CM/ECF system on all parties or persons requiring notice.

By: /s/ Christine E. Webber
Christine E. Webber

Exhibit 1

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WESTERN RANGE ASSOCIATION

Defendant.

CASE NO. 3:16-cv-00237-RCJ-CLB

**DECLARATION OF CHRISTINE WEBBER IN SUPPORT OF PLAINTIFF'S
RESPONSE TO DEPOSITION OBJECTIONS**

1. I am a partner with the law firm of Cohen Milstein Sellers & Toll PLLC, co-counsel for the plaintiff in this action. I make this Declaration in support of Plaintiff's Response to

RA 00361

1 Deposition Objections.

- 2 2. The prior history of these discovery issues is detailed in the Declaration of Christine
3 Webber in Support of Opposition to Motion to Quash, Dkt. 230-1.
- 4 3. Pursuant to the Court's order, Dkt. 240, the parties met and conferred in an attempt to
5 resolve the motion to quash by way of an agreed form of declaration. On January 13,
6 2021, The Third Party Ranches and Defendant WRA filed a Joint Status Conference
7 Report. The Third Party Ranches attached as Exhibit 1 (Dkt. 241-1) their proposed
8 template declaration, and as Exhibit 2 (Dkt. 241-2) Plaintiff's redlined version, identifying
9 several specific questions and details that required follow-up or more expansive
10 information. Thus, the Third Party Ranches had notice of the information requested, and
11 the specificity required, since at least January 11, 2021. *See* Dkt. 241-3.
- 12 4. On January 15, 2021, the Court ruled that the Third Party Ranches should provide
13 declarations in lieu of the noticed depositions. *See* Dkt. 243. The Order also established the
14 procedures for noticing further depositions, should the declarations be inadequate, as
15 follows: Plaintiffs had until April 5, 2021 to advise the Third Party Ranches if a deposition
16 was needed, the Third Party Ranches had until April 23, 2021 to file a notice of deposition
17 objections, and Plaintiff had until May 4 to file a response.
- 18 5. Subsequently, Mr. Snyder informed Plaintiff's counsel that he represented two additional
19 clients, Gary Snow and Dufurrena Lands, LLC, and on January 19, 2021, Mr. Snyder
20 confirmed via email that his additional clients, Gary Snow and Dufurrena, would comply
21 with the Court's January 15th Order regarding declarations.
- 22 6. On January 20, 2021, Mr. Snyder, Mr. Test, counsel for WRA, and Plaintiff's counsel met
23 and conferred regarding the declarations. The parties further discussed the substance of the
24 declarations, and Plaintiff's counsel specifically requested that the declarations state
25 whether or not the Third Party Ranches ever independently provided health insurance to
26 the herders. Additionally, Mr. Test suggested an iterative process in which drafts of the
27 declarations would be sent to Plaintiff's counsel for feedback and confirmation of
28 completeness. Plaintiff's counsel agreed. However, drafts of the declarations were never

1 sent to Plaintiff's counsel.

- 2 7. On January 22, 2021, Plaintiff Abel Cántaro Castillo and Defendant Western Range
3 Association filed a Joint Discovery Deadline Stipulation. *See* Dkt. 244. The stipulation
4 specified that "Third Party Ranches provide specifically detailed declarations to Plaintiffs"
5 by March 16, 2021. *Id.* at 2. In addition to addressing other scheduling matters, this
6 stipulation served to correct a clerical error in the Court's January 15 Order, which stated
7 that "*Plaintiffs* shall provide specifically detailed declarations to the *Third Party*
8 *Ranches....*" Dkt. 243 at 1 (emphasis added), instead of the other way around.
- 9 8. On March 15, 2021, 12 of the 14 Third Party Ranches then represented by Mr. Snyder
10 produced declarations. Mr. Snyder stated that he anticipated the two remaining ranches,
11 John Espil Sheep Co. and Green Goat Restoration, would produce their declarations in the
12 near future.
- 13 9. On March 22, 2021, Plaintiff provided the ranches with a deficiencies letter which outlined
14 in detail the specific questions that each declaration failed to address. *See* Dkt. 250-6.
- 15 10. On March 25, 2021, Plaintiff's counsel and Mr. Snyder spoke by phone regarding the
16 declaration deficiencies. At that time, Mr. Snyder indicated that he would seek to provide
17 revised declarations by April 2 so that Plaintiff could review them prior to April 5, the
18 court-ordered deadline for informing the Third Party Ranches of any need for depositions.
19 No revised declarations were provided prior to April 5.
- 20 11. On April 5, 2021, pursuant to the Court's January 15 Order, Plaintiff gave notice to the
21 Third Party Ranches that based on the current record, he would seek to take depositions of
22 all 14 Third Party Ranches. Plaintiff also offered a compromise, whereby the Third Party
23 Ranches would submit revised declarations which addressed the deficiencies outlined in
24 Plaintiff's March 22 letter by April 12, four weeks after the Court's declaration deadline. If
25 sufficient revised declarations were submitted by April 12, Plaintiff would limit his
26 deposition requests as follows: (a) full depositions of John Espil Sheep Co. and Green Goat
27 Restoration, LLC, if either failed to submit a complete declaration by April 12, (b)
28 depositions limited to any deficiencies outlined in the March 22 letter that remained

1 unaddressed in subsequent declarations, and (c) if the March 22 deficiencies were fully
2 addressed, Plaintiff would only seek to take depositions of four ranches: Need More Sheep
3 Co., Silver Creek, Bonnie Little, and Ellison Ranch. These depositions would be for the
4 purpose of more fully exploring hours worked, herder duties, the “on call 24/7”
5 requirement, whether and how ranches tracked hours worked, and the basis for ranch
6 estimates of hours worked, including what activities the declaration excluded as “non-work
7 time.” *See* Dkt. 250-7.

8 12. No declarations were received by the extended April 12 deadline.

9 13. On April 23, 2021, Mr. Snyder called me and stated that he would not object to the
10 depositions of Need More Sheep, Ellison Ranching Co., Silver Creek, and Bonnie Little.
11 He also stated that he anticipated that revised declarations would address the remaining
12 concerns. He suggested the first revised declarations would arrive that day.

13 14. On April 23, 2021, Bonnie Little and John Olagaray submitted revised declarations, but no
14 other Ranches did, including the two (Green Goat and John Espil) that had never filed any
15 declaration.

16 15. None of the Third Party Ranches filed objections to the depositions by the court-ordered
17 deadline, April 23.

18 16. Plaintiff’s counsel sent emails on May 4, May 10, May 13, May 14, May 18, and May 19
19 attempting to schedule depositions and inquiring about the status of the promised
20 declarations. In the May 19 correspondence, Plaintiff’s counsel noted that twelve
21 outstanding revised or original declarations, which were more than two months overdue,
22 had yet to arrive. Plaintiff’s counsel set a final deadline of May 30 for adequately revised
23 declarations, without which Plaintiff reiterated that he would subpoena the remaining
24 ranches for full depositions, as noticed in April.

25 17. On May 10, Mr. Snyder conveyed that he would provide the remaining declarations over
26 the next couple weeks. Again on May 18, Mr. Snyder indicated that he should be able to
27 provided updated declarations, at least for the upcoming deponents (Need More Sheep and
28 Ellison Ranching Company) by the end of the week. No updated declarations were

1 provided prior to the depositions of Need More Sheep and Ellison Ranching. Subsequent
2 to these repeated assurances, only F.I.M. Corp. would go on to submit a revised
3 declaration, on June 14.

4 18. On May 25, 2021, as indicated in his April 5 letter and reiterated in subsequent emails,
5 Plaintiff served updated deposition subpoenas on Need More Sheep, Ellison Ranching
6 Company, Bonnie Little, and Silver Creek, as well as John Espil and Green Goat, neither
7 of which had ever provided a declaration. By letter, Plaintiff also proposed later dates for
8 the depositions of Eureka Livestock, F.I.M. Corp., Estill Ranches, Borda, Rafter Seven
9 Merinos, Dufurrena, and Gary Snow, as none of them produced a revised declaration at
10 that time. The letter once again welcomed continued input on negotiating the schedule for
11 these depositions. A copy of the letter is attached to Plaintiffs' brief as Exhibit 2.

12 19. On May 27, 2021, Mr. Anthony Hall informed the parties that he would be substituting as
13 counsel for some of the Third Party Ranches. None of Mr. Hall's clients have suggested
14 that the depositions are unduly burdensome. Depositions of three of Mr. Hall's clients have
15 already been completed, and four more are scheduled and confirmed.

16 20. On June 1, 2021, Plaintiff took the 30(b)(6) deposition of Need More Sheep Company,
17 LLC. The deposition lasted approximately four hours on the record, including questioning
18 by counsel for the witness and counsel for Defendant Western Range. Need More Sheep
19 did not submit a revised declaration prior to its deposition.

20 21. On June 2, 2021, Plaintiff took the 30(b)(6) deposition of Ellison Ranching Company. The
21 deposition lasted less than four hours on the record. Ellison Ranching Company did not
22 submit a revised declaration prior to its deposition.

23 22. On June 10, 2021, Mr. Snyder informed Plaintiff's counsel that Green Goat did not intend
24 to appear for its noticed deposition.

25 23. On June 11, 2021, Plaintiff made a record of Green Goat's nonappearance. A copy of the
26 transcript is attached to Plaintiffs' brief as Exhibit 3. As reflected in the nonappearance
27 record, at no point did Green Goat ask for a schedule change or other accommodation, or
28 communicate any excuse whatsoever for its failure to provide any declaration or appear for

1 deposition.

2 24. On June 11, 2021, Plaintiff's counsel advised Mr. Snyder that they made a record of Green
3 Goat's nonappearance, and informed him that they were open to rescheduling Green
4 Goat's deposition if he would like to propose a new date, before moving to compel the
5 deposition. Plaintiff also wrote on June 14 and 17 to inquire about rescheduling, and on
6 June 21, 25, and 30 requesting to meet and confer before filing a motion to compel Green
7 Goat's deposition.

8 25. On June 14, 2021, Plaintiff took the 30(b)(6) deposition of Silver Creek Ranch,
9 represented by new counsel, Mr. Anthony Hall. The deposition took approximately four
10 hours on the record. Silver Creek Ranch did not submit a revised declaration prior to its
11 deposition. Additionally, on July 8, 2021, Plaintiff took the deposition of Bonnie Little,
12 also represented by Mr. Hall. Plaintiff's questioning took approximately four hours on the
13 record.

14 26. On June 14, 2021, F.I.M. Corp. produced a revised declaration. Mr. Snyder also advised
15 Plaintiff's counsel that F.I.M. Corp. objected to any deposition, and that if Plaintiff
16 continued to seek to depose F.I.M. Corp. they would file a Notice of Deposition
17 Objections. *See* F.I.M. Corp.'s revised declaration at Dkt. 250-8.

18 27. On June 14, 2021, Plaintiff's counsel replied to Mr. Snyder, informing him that they would
19 review F.I.M.'s declaration, but that they did consider it several weeks past the deadline for
20 objecting to depositions. Plaintiff's counsel also inquired again about the possibility of
21 rescheduling Green Goat's deposition before moving to compel, and further inquired
22 whether there were any scheduling issues regarding the other upcoming depositions.

23 28. On June 17, 2021, Plaintiff's counsel wrote again to confirm the deposition schedule of the
24 other upcoming depositions. Mr. Snyder replied, stating that he intended to provide
25 supplemental declarations that provided the additional information requested in Plaintiff's
26 March 22 deficiencies letter.

27 29. On June 21, 2021, Plaintiff served several of the Third Party Ranches with updated
28 subpoenas. The cover letter noted that Plaintiff's counsel had repeatedly tried to coordinate

1 schedules and having received no concrete responses to scheduling requests, served
2 subpoenas with dates chosen by Plaintiff's counsel. A copy of the cover letter is attached
3 hereto as Exhibit 4.

4 30. The June 21 letter also identified deficiencies in F.I.M.'s revised declaration. For example,
5 Plaintiff has always been very clear that one primary objective of these depositions is to
6 establish how much the herders were paid and in which state they were operating, so that
7 damages can be accurately calculated. Yet, F.I.M.'s declaration made several vague
8 assertions about salary and location.

9 31. The June 21 letter communicated Plaintiff's position that given the length of time it has
10 taken to produce revised declarations, and the continued deficits in those declarations, it
11 would be more expeditious to depose these ranches to seek the remaining information.
12 Additionally, Plaintiff noted that as the Court set a deadline of March 16 for declarations
13 and April 23 for deposition objections, Plaintiff considered each of the Third Party
14 Ranches to have waived their opportunity to object to depositions.

15 32. On June 24, 2021, Plaintiff's counsel wrote to inquire whether any of Mr. Snyder's clients
16 intended to appear at the depositions scheduled in June and July.

17 33. On June 25, 2021, Plaintiff's counsel wrote again to ask whether any of Mr. Snyder's
18 clients intended to appear for their depositions. Plaintiff's counsel noted particularly that
19 without adequate notice regarding the next deposition, Rafter Seven Merinos, Plaintiff
20 would seek costs upon failure to appear.

21 34. On June 25, 2021, Mr. Snyder replied, stating that he intended to file a Notice of
22 Objections to the depositions of each of his clients.

23 35. On June 30, 2021, Plaintiff's counsel wrote to Mr. Snyder noting that he had not yet filed
24 any deposition objections, and requesting to meet and confer before filing a motion to
25 compel these depositions.

26 36. On June 30, 2021, Borda, Estill Ranches, F.I.M. Corp. and Rafter Seven Merinos filed a
27 notice of deposition objections with the Court. *See* Dkt. 250.
28

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

2
3 July 9, 2021

/s/ Christine E. Webber
Christine E. Webber

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Exhibit 2

COHENMILSTEIN

Christine E. Webber
(202) 408-4616
(202) 408-4699
cwebber@cohenmilstein.com

May 25, 2021

Mr. Jerry Snyder
Jerry Snyder Law
429 W. Plumb Ln.
Reno, NV 89509

Sent via Fed Ex, Courtesy Copy via Email

Re: *Serving updated subpoenas*

Dear Mr. Snyder:

I am writing to follow up on my recent email attempting to schedule depositions of the ranches you represent. Having received no objections to the dates we suggested, I am enclosing several updated subpoenas for deposition testimony and Rule 30(b)(6) notices. Please note that paper copies of these documents will arrive via Fed Ex.

Enclosed please find updated subpoenas for the depositions of Need More Sheep, Ellison Ranching Co., Bonnie Little, Silver Creek, John Espil, and Green Goat, for the dates set forth in my email of May 19. Per our previous correspondence, having received no updated declarations for Need More Sheep or Ellison Ranching Co. (either by May 18 as we requested or May 21 as you promised), we have scheduled each deposition on a separate day, rather than doubling up. With the exception of Bonnie Little (who is not being deposed as a corporate witness), we have not received any updated declarations for these ranches. Therefore, we have not dropped any of the topics included in our original Rule 30(b)(6) notices.

Additionally, as previously noted, in the absence of receiving updated declarations, we would seek to complete all of the depositions originally noted. Therefore, we propose the following schedule for the remaining depositions on the following dates:

June 17: Eureka Livestock
June 18: F.I.M. Corp.

COHENMILSTEIN

May 25, 2021

Page 2

June 22: Estill Ranches

June 24: Borda

June 29: Rafter Seven Merinos

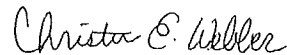
July 1: Dufurrena

July 6: Gary Snow

If any of these ranches want to swap dates, that is acceptable, as long as we have adequate notice.

We are happy to discuss the schedule further, but must insist that any proposed modifications to the schedule be made for dates certain, as other court deadlines, including the deadline for expert disclosures (which will utilize these depositions) quickly approach.

Sincerely,



Christine E. Webber

CC: Ellen Winograd

Exhibit 3



Deposition of:
30(b)(6) Green Goat Restoration, LLC

June 11, 2021

In the Matter of:
**Castillo, Abel Cántaro v. Western
Range Association**

Veritext Legal Solutions
800-734-5292 | calendar-dmv@veritext.com |

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ABEL CANTARO CASTILLO, on
behalf of himself and those
similarly situated,
Plaintiff,

Case No.:

vs.
WESTERN RANGE ASSOCIATION,
Defendants.

3:16-cv-00237-RCJ-CLB

AFFIDAVIT OF REPORTER RE TELEPHONIC NONAPPEARANCE OF
GREEN GOAT RESTORATION, LLC's 30(b)(6) REPRESENTATIVE

Las Vegas, Nevada

Friday, June 11, 2021

Reported by:
Michelle C. Johnson, RPR-CRR
NV CCR 771, CA CSR 5962
Pages 1 - 12
Job No. 4614167

1 TELEPHONIC APPEARANCES:

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1 I, MICHELLE C. JOHNSON, a Certified Court
2 Reporter of the State of Nevada, CCR No. 771,
3 Certified Shorthand Reporter of the State of
4 California, CSR No. 5962, do hereby declare as
5 follows:

6 That on Friday, June 11, 2021, at 9:00 a.m.,
7 I appeared telephonically from Las Vegas, Nevada, for
8 the purpose of reporting the FRCP 30(b)(6) Deposition
9 of Green Goat Restoration, LLC; that I was present
10 telephonically until 9:32 a.m., and at no time did
11 GREEN GOAT RESTORATION, LLC's representative appear
12 for deposition.

13 I further declare that the following was
14 stated for the record:

15 PROCEEDINGS 9:23 A.M.

16 MS. REIF: Good morning. Today is June 11th,
17 2021. It is 9:21 a.m. Pacific Standard Time. My name
18 is Megan Reif. I represent the plaintiff in this
19 matter, Abel Castillo vs. Western Range Association.
20 Also in attendance is my colleague Christine Webber,
21 as well as counsel for Western Range Association,
22 Ellen Winograd and Kelsey Gunderson.

23 This is the date and time noticed for the
24 30(b)(6) deposition of Green Goat Restoration, LLC,
25 which is a third party deponent in this matter. I

1 will refer to Green Goat Restoration, LLC as Green
2 Goat for short. Green Goat is a member ranch of
3 Defendant Western Range Association. And as Green
4 Goat is not in attendance today, we are making a
5 record of nonappearance.

6 I will also mention that counsel for Green
7 Goat, Mr. Jerry Snyder, is not currently present,
8 despite efforts to contact him, so we are going to go
9 ahead and make this record.

10 I would like to mark as Exhibit 1 and Exhibit
11 2, which are a cover letter and subpoena for
12 deposition, both dated November 19th, 2020.

13 (Plaintiff's Exhibits 1 and 2 were marked for
14 identification.)

15 MS. REIF: As noted in the first paragraph of
16 the cover letter, counsel for Green Goat, Mr. Snyder,
17 agreed to accept service on behalf of his client in a
18 previous email which was dated September 28th, 2020.

19 As reflected in this cover letter, these
20 subpoenas and supporting documents were served via
21 email on November 19th, 2020, and also hard copies of
22 the documents and witness checks were sent via FedEx
23 the following week.

24 The first paragraph of the cover letter
25 indicates that plaintiff's counsel and counsel for the

1 member ranches, Mr. Snyder, had reached an agreement
2 to reschedule noticed depositions in January.

3 And the third paragraph, which is on page 2,
4 indicates that Green Goat was previously served with a
5 subpoena for documents via process server. And after
6 plaintiffs and Western Range Association reached
7 agreement on exceeding ten depositions and after Green
8 Goat retained Mr. Snyder as counsel, Green Goat was
9 served a deposition subpoena for the first time on
10 November 19th. And the subpoena, which again is
11 Exhibit 2, notices a deposition of Green Goat for
12 January 26th, 2021.

13 I would like to mark Exhibit 3, which is the
14 Motion to Quash filed on December 15th, 2020 on behalf
15 of 12 member ranches, including Green Goat.

16 (Plaintiff's Exhibit 3 was marked for
17 identification.)

18 MS. REIF: Then I'd like to mark Exhibit 4,
19 which is Plaintiff's Opposition to Motion to Quash
20 filed on December 22nd, 2020. I will note
21 particularly "Exhibit 1" attached to that motion,
22 which is a declaration from plaintiff's counsel
23 discussing in particular efforts to accommodate the
24 schedules of the member ranches.

25 (Plaintiff's Exhibit 4 was marked for

1 identification.)

2 MS. REIF: And then I'd like to mark
3 Exhibit 5, which is the court's order, dated January
4 15th, 2021, resolving the briefing on the Motion to
5 Quash and ordering the submission of declarations for
6 the subpoenaed member ranches.

7 This order sets out the following deadlines:
8 Declarations are to be submitted by March 15th, 2021;
9 plaintiff is to advise the third party ranches of any
10 need for deposition by April 5th, 2021; the ranches
11 have until April 23rd, 2021 to file objections to
12 notices of deposition; and plaintiff has until
13 May 4th, 2021 to file a response.

14 (Plaintiff's Exhibit 5 was marked for
15 identification.)

16 MS. REIF: And I'd like to mark Exhibit 6,
17 which is the Joint Discovery Deadline Stipulation
18 filed January 22nd, 2021.

19 You will note on page 2, the first item in
20 the chart says "Third party ranches provide
21 specifically detailed declarations to plaintiff."
22 This line in the joint stipulation is to correct the
23 court order from January 15th which mistakenly said
24 that plaintiff was to provide declarations to the
25 ranches instead of the other way around.

1 (Plaintiff's Exhibit 6 was marked for
2 identification.)

3 MS. REIF: And then I would like to mark
4 Exhibit 7, which is a deficiencies letter, dated March
5 22nd, 2021. In the first paragraph, it notes that
6 Green Goat did not submit a declaration and did not
7 give any explanation for failing to do so.

8 (Plaintiff's Exhibit 7 was marked for
9 identification.)

10 MS. REIF: And I'd like to mark Exhibit 8,
11 which is a letter to Green Goat's counsel, Mr. Snyder,
12 dated April 5th, 2021.

13 In the fourth paragraph, which is on page 2,
14 the letter gives notice of plaintiff's intention to
15 depose Green Goat if it does not submit a complete
16 declaration by April 12th. The letter notes that
17 April 12th, 2021 is four weeks after the deadline set
18 by the court.

19 And I'll just note for the record that
20 subsequent to that letter, no declaration was received
21 from Green Goat.

22 (Plaintiff's Exhibit 8 was marked for
23 identification.)

24 MS. REIF: And I'd like to mark Exhibit 9 and
25 Exhibit 10, which are a cover letter and subpoena for

1 deposition, both dated May 25th, 2021, noticing Green
2 Goat's deposition for June 11th, 2021.

3 (Plaintiff's Exhibits 9 and 10 were marked
4 for identification.)

5 MS. REIF: Then I'd like to mark Exhibit 11,
6 which is an email exchange with Green Goat's counsel,
7 Mr. Snyder. The date at the top of the email thread
8 is May 27th, 2021.

9 In the second email from the top, Mr. Snyder
10 indicates that he has been unable to confirm the date
11 of Green Goat's deposition.

12 In the reply to that email, my colleague
13 Christine Webber notes that, as Green Goat never
14 provided a declaration, plaintiff's counsel is not
15 inclined to offer further flexibility and Green Goat
16 remains under subpoena. The email does express the
17 ranches could switch deposition dates amongst
18 themselves but that plaintiff's counsel cannot simply
19 leave the schedule up in the air.

20 (Plaintiff's Exhibit 11 was marked for
21 identification.)

22 MS. REIF: And I'd like to mark Exhibit 12,
23 another email exchange with Green Goat's counsel.

24 (Plaintiff's Exhibit 12 was marked for
25 identification.)

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1 MS. REIF: The email at the top of the chain
2 is dated June 10th, 2021. And the second email in the
3 thread, from Mr. Snyder, states that Green Goat does
4 not intend to appear for the deposition scheduled for
5 June 11th, 2021. In reply, plaintiff's counsel states
6 that we intend to make a record of nonattendance and
7 reserve the right to compel a deposition.

8 So as this record reflects, plaintiff's
9 counsel has made every effort to accommodate the
10 schedules of not just Green Goat but other ranch
11 deponents as well.

12 In light of Green Goat's noncompliance with
13 the court's order of January 15th, including its
14 refusal to attend the deposition today, refusal to
15 submit a declaration, and lack of communication as to
16 any logistical issues or other excuses which may be
17 preventing participation in this process, we are
18 making a record of nonappearance today and we reserve
19 the right to compel a deposition.

20 MS. WINOGRAD: This is Ellen Winograd. And I
21 really don't have much to add. I did reach out
22 shortly, very shortly, before the deposition to
23 Christine Webber and Megan Reif to see if we could
24 work together to reschedule the deposition.

25 I have made efforts to contact Mr. Snyder's

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1 office by cell phone, text, and email, and so I'm kind
2 of -- I'm a little bit concerned that something's
3 wrong because it seems that he would normally appear
4 at this.

5 I will -- before we went on the record, we
6 all agreed to try to reschedule and try to get
7 declarations, which certainly I cannot control because
8 these are represented parties and the Rules of
9 Professional Conduct preclude me from being able to
10 directly contact them. But I'm going to try to see
11 what we can do on that so that we can get this
12 deposition testimony.

13 And Western Range Association preserves all
14 objections that it may otherwise have had. You know,
15 under these circumstances that's all I can do right
16 now.

17 MS. REIF: Thank you, Ellen.

18 And I should say, before we went on the
19 record, we were discussing the possibility of
20 rescheduling. As to the possibility of a declaration,
21 since they are so far past the deadline at this point,
22 I don't think that we would contemplate that.

23 Is there anything else we need to get on the
24 record? Hearing no --

25 MS. WINOGRAD: Nothing on my end.

Page 12

1 MS. REIF: Okay, Michelle, we can go off the
2 record.

3 MS. WINOGRAD: Okay, we would like a copy of
4 the transcript, please. This is Ellen Winograd. And
5 I think you have all my information.

6 THE REPORTER: I do.

7 MS. WINOGRAD: Thank you.

8 THE REPORTER: Thank you.

9 (The proceedings concluded at 9:32 a.m.)

10 * * * * *

11
12 I declare under penalty of perjury that the
13 foregoing is true and correct.

14
15 DATED: June 24, 2021

16
17 

18 MICHELLE C. JOHNSON, RPR-CRR

19 NV CCR 771, CA CSR 5962

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[& - confirm]

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& 2:4	25th 9:1	9	b 1:15 4:8,24
0	26th 6:12	9 3:17,17,18,19,20	behalf 1:4 5:17
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[contact - know]

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[lack - representative]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and
(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

Exhibit 4

COHENMILSTEIN

Christine E. Webber
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cwebber@cohenmilstein.com

June 21, 2021

Mr. Jerry Snyder
Jerry Snyder Law
429 W. Plumb Ln.
Reno, NV 89509

Sent via Fed Ex, Courtesy Copy via Email

Re: *Serving updated subpoenas*

Dear Mr. Snyder:

I am writing to follow up on my recent email attempting to confirm the schedule of depositions of the ranches you represent. We have repeatedly tried to coordinate schedules with you, your clients, and counsel for WRA, including by my letter of May 25, 2021. In an effort to schedule dates upon which we could all agree, we did not send subpoenas for the upcoming depositions of F.I.M. Corp., Estill Ranches, Borda, Dufurrena, Rafter Seven Merinos, or Gary Snow until we could discuss dates. You have been consistently non-responsive about these proposed dates, and your June 17th email, received a mere three business days before the next proposed deposition, implied but did not affirmatively state that your clients did not intend to appear on the deposition dates proposed. While we made every effort to reach agreement on the schedule before doing so, we are now compelled to serve these updated subpoenas for dates of our choosing. Please note that paper copies of these documents will arrive via Fed Ex.

With regard to F.I.M., you suggested that their revised declaration obviated the need for a deposition. We have reviewed the declaration, and appreciate the progress that has been made compared to the original. However, the declaration continues to leave points outlined in our letter of March 22 unaddressed, and raises several new questions as well. For example, as you are well aware based on the depositions that have occurred thus far, it is important to ascertain how much the herders were paid and in which state they were operating, so that damages can be accurately calculated. Yet, F.I.M.'s declaration makes several nonspecific assertions about salary and location such as:

COHENMILSTEIN

June 21, 2021

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- This salary is typically the AEWR, but in some instances it may be somewhat higher
- During lambing, the herder who works at night is paid a higher salary
- Due to extenuating circumstances, a herder may work more than an eight hour work day and is compensated for additional time
- Some of our grazing allotments are located on or near the border between Nevada and California... We do not track how much time is spent on any particular side of the state line
- The declaration makes no mention whatsoever of bonuses

There are other issues that are incompletely addressed as well. For example, estimates of hours worked are provided for some months, but not other months. There's no information about what is being counted as work time when estimates of hours worked are given. Reference is made to providing transportation to town for herders who need to see a doctor, for example, but without any information regarding how often such trips happen, or how long a herder is away from his duties when such trips do occur.

Every declaration you have shared has been incomplete, including the most recent. Unfortunately, these deficits make us doubtful that revised declarations for the other ranches will obviate the need for depositions. Moreover, given how long it takes you to produce a declaration, for us to review and send back for further information, it is apparent that depositions will bring us to a conclusion more quickly than further back and forth on declarations. The court set a clear deadline of March 16 for declarations and April 23 for deposition objections, which were to be filed with the court. On that basis, we do consider each of your clients to have waived their opportunity to object to deposition.

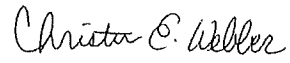
We would also like to remind you again that we still have not received the signed Confidentiality Agreements, per the Protective Order, from Need More Sheep and Ellison Ranching Company. Please send those at your earliest convenience.

Finally, as you know, we have made a record of Green Goat's nonappearance. We would like to inquire again whether they are open to rescheduling. If not, we would like to meet and confer to see if there is any way to resolve this dispute before we move to compel this deposition.

COHENMILSTEIN

June 21, 2021
Page 3

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine E. Webber".

Christine E. Webber

CC: Ellen Winograd

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18 **UNITED STATES DISTRICT COURT**
19 **DISTRICT OF NEVADA**

20 ABEL CANTARO CASTILLO on behalf of himself
and those similarly situated,

21 Plaintiff,

22 vs.

23 WESTERN RANGE ASSOCIATION
24 Defendant.

CASE NO. 3:16-cv-00237-RCJ-CLB

25 **PLAINTIFF'S MOTION FOR CLASS CERTIFICATION**

26 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Cántaro Castillo hereby
27 moves this Court to certify a class for all issues under Fed. R. Civ. P. 23(b)(3), consisting of:
28

1 All persons whom WRA employed as shepherds through the H-2A
2 program, who worked in Nevada at any time on or after May 3, 2010,
through the date of trial.

3 Further, Plaintiff requests certification of the following sub-class:

4 All persons whom WRA employed as shepherds through the H-2A
5 program, who worked in Nevada at any time after May 3, 2013, and
6 whose employment with WRA ceased on or before three days before
the date of trial, and who are no longer employed by WRA.

7 In support of the relief requested herein, Plaintiff refers to the accompanying
8 contemporaneously filed Memorandum in support, and the exhibits thereto. Pursuant to the
9 governing Protective Order, Dkt. 184 at ¶ 14, Plaintiff has filed the memorandum in support under
10 seal, pending review by this Court. Accordingly, Plaintiff respectfully requests that the Court grant
11 the Motion.

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13 /s/Christine E. Webber

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CERTIFICATE OF SERVICE

I hereby certify that on October 29, 2021, a true and correct copy of the foregoing was served via the United States District Court CM/ECF system on all parties or persons requiring notice.

By: /s/ Christine E. Webber
Christine E. Webber

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18 **UNITED STATES DISTRICT COURT**
19 **DISTRICT OF NEVADA**

20 ABEL CANTARO CASTILLO on behalf of
himself and those similarly situated,

21 Plaintiff,

22 vs.

23 WESTERN RANGE ASSOCIATION
24 Defendant.

CASE NO. 3:16-cv-00237-RCJ-CLB

25 **PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF HIS**
26 **MOTION FOR CLASS CERTIFICATION**
27
28

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1 **I. INTRODUCTION**

2 Plaintiff Cántaro Castillo brings this case on behalf of himself and several hundred other
3 shepherders who were employed by Defendant Western Range Association (“WRA”) under the H-
4 2A temporary worker program, and who worked in the state of Nevada. These workers spend
5 virtually all of their working days “on the range,” in remote parts of Nevada, responsible for a band
6 of approximately 1000 ewes and their lambs. As one witness testified, sheep do not take weekends
7 off, so herders must look after them every day. Moreover, given that they must be “available
8 constantly to attend” the sheep, 20 C.F.R. § 655.201, and that the sheep do not graze close to town,
9 the herders live in movable trailers, at times just tents, without indoor plumbing or many creature
10 comforts. Witnesses repeatedly testified that given the onerous conditions of this job, no US
11 workers were willing to do it. The inability to hire US workers is a pre-requisite of the H-2A
12 program, which, in order to avoid depressing the wages of US workers, also requires that employers
13 promise to pay the highest of the federal minimum wage, state minimum wage, or a wage set by the
14 Department of Labor for the jobs at issue. Here, Plaintiff alleges that Nevada minimum wage,
15 applied to each hour of work, results in a wage far in excess of the wage paid, and thus WRA has
16 violated its contractual commitment. Because the putative class members all had the same
17 contractual agreement, with the same terms and conditions of employment and same job
18 responsibilities, the questions presented here can be answered in one stroke for the entire class,
19 based upon common evidence. As such, it is well suited for certification as a class pursuant to Rule
20 23(b)(3), Fed. R. Civ. P.

21 **II. FACTUAL BACKGROUND**

22 A. The H-2A Visa Program Underlies Plaintiff’s Claims

23 Plaintiff Abel Cántaro Castillo is a former shepherd. He worked as a shepherd in California
24 and Nevada for WRA and WRA member ranch El Tejon from around October 2007 until around
25 June 10, 2014. Deposition of Abel Cántaro Castillo (“Cántaro Castillo Dep.”) 28:13-18, 83:23-25,
26 Ex. 1. He is one of over 479 herders hired by WRA who worked in Nevada on H-2A visas after
27
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1 May 3, 2010.¹ See WRA's Supplemental Responses to Interrogatory No. 2, Ex. 2. The H-2A
2 temporary agricultural worker program, which is administered jointly by the US Department of
3 Labor (DOL) and the Department of Homeland Security, permits individuals to work in the United
4 States on temporary nonimmigrant agricultural worker visas.²

5 The DOL is tasked with administering the H-2A visa program, and has adopted regulations
6 setting minimum wages and working conditions for H-2A workers. 20 C.F.R. § 655.0(a).
7 Agricultural employers seeking the admission of H-2A workers must first file a temporary labor
8 certification application with the DOL. *Id.* § 655.130. This application must include a job offer,
9 commonly referred to as a "clearance order" or "job order," that complies with applicable federal
10 regulations. *Id.* § 655.121(a)(1). These regulations establish the minimum benefits, wages, and
11 working conditions that the employer must offer to the employee in order to avoid adversely
12 affecting similarly-situated United States workers. *Id.* §§ 655.120(a)(2), 655.122, 655.135, and
13 655.210.

14 The H-2A regulations specify that H-2A employers must agree to pay their workers the
15 higher of: (a) the adverse effects wage rate (AEWR)—the DOL-determined minimum wage for H-
16 2A workers for the state where the work is performed; (b) the federal minimum wage; (c) the state
17 minimum wage for the state where the work is performed; or, (d) an agreed-upon collectively
18 bargained wage. *Id.* § 655.120. All employers under the H-2A program are required to both
19 promise and to actually pay the *higher* of the above-specified pay rates. *Id.* §§ 655.120 and 655.210.
20 In light of the number of hours a shepherd works every month, the hourly minimum wage required

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22 ¹ The complete number is not known because WRA identified only herders who worked prior
23 to December 31, 2018. Plaintiff's motion to compel a complete listing was resolved by MJ Baldwin
24 directing WRA to provide the requested information for herders through December 31, 2018, and for
25 the dispute over identifying herders who worked after December 31, 2018 to be resolved by this
Court after Plaintiff's motion for class certification was resolved. Plaintiff argues below at n.67 that
this Court should require production of information for the entirety of the proposed class, as there
was no reason to cut off the class information in 2018.

26 ² The Immigration and Nationality Act creates a program for issuing H-2A visas that allows
27 employers to hire foreign workers when there are not enough qualified and available American
28 workers to fill open jobs. 8 U.S.C. § 1101(a)(15)(H)(ii)(a). Agricultural employers in the United
States may only employ H-2A workers if the DOL certifies that the employment of the
nonimmigrant temporary aliens will not adversely affect the wages and working conditions of
similarly-employed United States workers. *Id.* § 1188(a)(1)(A).

1 by Nevada law (\$8.25 per hour) is higher than the monthly Nevada AEW, which has been as low
2 as \$800 per month. Thus, the federal H-2A regulations require that the Nevada minimum wage be
3 paid. Nevada Constitution's Minimum Wage Amendment, Nev. Const. 15, § 16, unlike some state
4 statutes and the FLSA, does not include any exemption for agricultural workers or those working out
5 "on the range" as herders do.

6 The H-2A regulations also require that each H-2A worker receive a copy of an employment
7 contract no later than the time the worker applies for a visa to enter the United States under the H-2A
8 program. 20 C.F.R. § 655.122(q). In the absence of a contract containing all the required terms and
9 conditions of employment, the job order and H-2A petition required by the DOL are deemed to be
10 the required employment contract or will supplement the contract provided by the employer. *Id.*
11 That job order includes the promise to comply with governing law, including the applicable laws
12 regarding wages; the H-2A petition includes the promise to pay state minimum wage if it is higher
13 than the AEW. *Id.* § 655.121(a)(1); Macker Decl. ¶¶7, 13, Ex. 3.

14 Because of the H-2A regulations, all herders who worked for WRA have employment
15 contracts with the same terms, based on the job order and H-2A application filed by WRA and the
16 H-2A regulations. The claim Plaintiff pursues in this litigation is for violation of that contract,
17 specifically the promise to pay herders the Nevada minimum wage for each hour worked, where that
18 results in higher pay than the AEW.

19 B. Western Range Association's Role

20 1. WRA Is a Joint Employer of All H-2A Herders in the Proposed Class

21 Defendant WRA is a membership association that recruits and employs foreign shepherds to
22 work at individual member ranches.³ WRA is a joint employer, along with its member ranches, of
23 the herders it brings into the United States on H-2A visas. WRA represents on a plethora of
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26 ³ WRA's interrogatory responses identify a total of 25 member ranches which have
27 employed herders who worked in Nevada. Macker Decl. ¶ 3, Ex. 3. This motion relies upon
28 deposition or declaration testimony from 16 of those ranches, which collectively employed over 90%
of the putative class members. Macker Decl. Ex. A, Ex. 3.

1 government documents that it is the employer or joint employer of the herders.⁴ The current
2 Executive Director of WRA testified in this case, and the former Executive Director testified in
3 separate litigation, that WRA is a joint employer.⁵ WRA and its agents have also made
4 representations in formal comments to the DOL, reports, and testimony before government bodies
5 that it is a joint employer.⁶ WRA's own New Member Packet, governing the relationship between it,
6 its member ranches, and the H-2A herders, describes WRA as a joint employer.⁷ Multiple courts
7 have found WRA to be a joint employer of its members' H-2A shepherders. *See Ruiz v. Fernandez*,
8 949 F.Supp.2d 1055 (E.D. Wash. 2013) (finding that WRA was a joint employer of shepherders);
9 *Little v. Solis*, 297 F.R.D. 474, 481 (D. Nev. 2014) (same); *Llacua v. W. Range Ass'n*, 930 F.3d
10 1161, n.21 (10th Cir. 2019) (characterizing WRA as a joint employer of herders, in contrast to
11 another association, MPAS, which was an agent). The Department of Labor has also held WRA
12 jointly liable in its audits of member ranches.⁸ WRA's Executive Director and 30(b)(6) witness,
13

14 ⁴ *See, e.g.*, Job Orders, Ex. 63 at WRA008338, 8340, P000649, 654, 656; H-2A Petitions, Ex.
15 40 at WRA008324, 8330, 8337, 9976, 9986; I-129 form, Ex. 41 at WRA010890, 895, 897, 906.

16 ⁵ *See* Deposition of Monica Youree at 58:10-15, Ex. 4; Deposition of Dennis Richins at
17 40:13-41:10, Ex. 5 (stating the WRA is a joint employer so that it may transfer herders and provide
insurance).

18 ⁶ *See, e.g.*, James S. Holt, Ph.D., The Open Range Sheep Industry ("Holt Report"), Ex. 6, at
19 WRA001037 ("The Western Range Association has voluntarily organized itself as a 'joint employer
20 liability with its members for compliance with H-2A program requirements and all employment-
21 related laws and regulations"). James S. Holt, Ph.D. was retained by WRA to prepare a report on
22 shepherding and testify before California's Industrial Wage Commission on behalf of WRA about
23 the work that herders engage in; the Holt report was reviewed and approved by WRA. Richins Dep
24 at 181-83, 193-94, 195, Ex. 5. *See also* WRA comments in response to notice of proposed
rulemaking, June 1, 2015 ("WRA Comments"), Ex. 7, at WRA000919 (WRA's "status as a joint
employer creates more liability and a more financially punitive exposure for Western Range but has
been accepted by its members in order to preserve the integrity of the program."); Public Hearing,
CA Dept. of Industrial Relations, Testimony of James S. Holt, Ph.D., ("Holt Testimony"), Ex. 8, at
P000031 (stating that WRA has taken on the status of a joint employer, guaranteeing the contract
terms between the member ranches and H-2A herders).

25 ⁷ *See* WRA New Member Package at WRA001000, Ex. 9, ("WRA functions as a Joint
Employer for Ranchers with wool growing operations....").

26 ⁸ *See, e.g.*, DOL Wage & Hour Div., Notice of Determination, Ex. 10, at WRA003497
27 (finding WRA and the member ranch jointly and severally liable for back wages and assessing civil
28 money penalties against both the member ranch and WRA). *See also* Youree Dep. 260:13-17, Ex. 4
(the Department of Labor has assessed penalties against WRA as a joint employer multiple times).

1 Monica Youree, could not recall a time at which WRA had denied it was a joint employer in
2 communications with the Department of Labor.⁹

3 2. WRA Exerts Control Over Its Member Ranches' Employment of Herders and
4 Assumes Financial Responsibility for Herder Wages

5 WRA exerts control over its member ranches' relationship with their H-2A herders. For
6 example, WRA requires its member ranches to submit and periodically re-acknowledge certain "job
7 assurances"—a list of requirements which the member ranches promise WRA that they comply with,
8 and which clearly track the H-2A program requirements.¹⁰ WRA even has the power to expel its
9 member ranches for not complying with these rules.¹¹ WRA also requires its member ranches to
10 provide proof of a successful housing inspection, and communicates directly with the government
11 agencies which perform these housing inspections on behalf of its member ranches.¹²

12 WRA also exercises control over the actions member ranches take with regard to their H-2A
13 herders. Only WRA, not the member ranch, has the authority to terminate a herder.¹³ If a member
14 ranch no longer wishes to employ a herder, the member ranch contacts WRA so that the herder may
15 be transferred to another ranch.¹⁴ If a herder leaves his employment at one of WRA's member
16 ranches, but the member ranch does not have proof that the herder returned to his home country,

17 ⁹ Youree Dep. 260:5-12, Ex. 4.

18 ¹⁰ Youree Dep. 28:15-29:17, Ex. 4. *See also* New Member Packet at WRA001005-10, Ex. 9.
19 WRA provides other guidance regarding compliance with H-2A rules, *see generally* New Member
Packet at WRA001023-25, Ex. 9.

20 ¹¹ *See, e.g.*, WRA Board of Director Meeting Agenda, Jan. 28, 2015, WRA03157 at 3161,
21 indicating that a member has been terminated from WRA for non-payment of wages to its H-2A
herders, Ex. 11.

22 ¹² *See, e.g.* WRA Email Request re: CA Housing Inspections, WRA000399 (email from
WRA to the state inspection office requesting information on member ranches' housing inspections),
Ex. 12.

23 ¹³ *See* Holt Report, Ex. 6, at WRA001038 ("If the rancher no longer needs a herder, or a
24 herder is dissatisfied with his employer, the WRA will transfer the herder to another ranch
member. Individual rancher members cannot terminate a herder's employment with the WRA, they
25 can only refer the herder to the association for reassignment"); Sheepherder Employment
Agreement, Ex. 64, at WRA000010, sec. Eleven B (mutual written agreement of WRA, member
26 ranch, and herder are required to terminate before the end of the contract term). Under sec. Eleven
A, either WRA or the member ranch can terminate a herder in the event of a willful breach of
27 contract, but absent a willful breach, WRA's approval is required.

28 ¹⁴ Youree Dep. 160:24-161:25, 184:10-21, Ex. 4.

1 WRA notifies the Department of Homeland Security of this change, its responsibility as the herder's
2 joint employer.¹⁵

3 In order to supply its member ranches with new H-2A herders, WRA runs a recruitment
4 operation in Mexico, Chile, and Peru.¹⁶ This recruitment operation is run by "coordinators"—
5 independent contractors who are paid and instructed in their duties by WRA.¹⁷ Coordinators'
6 recruiting duties include interviewing potential herders and checking their references; subsequently,
7 they guide potential herders through the visa process, helping them to obtain passports, comply with
8 H-2A paperwork requirements, prepare for their visa interviews, obtain the required medical
9 examination paperwork, and arrange herders' travel.¹⁸ Plaintiff Cántaro Castillo worked with Jose
10 Calle, WRA's Peruvian coordinator, to obtain his position with WRA in 2007. Cántaro Castillo
11 Dep. at 75:11-19, 113:14-114:12, Ex. 1.

12 WRA's coordinators are also charged with giving each potential herder a "Pre-Employment
13 Notice of Rights and Obligations" (hereinafter Pre-Employment Notice), written in both Spanish and
14 English, to review and sign prior to leaving for the United States.¹⁹ These Pre-Employment Notices
15 apprise the potential herder of the job description and contract terms, noting that herders are subject
16 to transfer to another WRA member ranch, and that herders are on call 24 hours a day, 7 days a week
17 and are most often alone.²⁰ These Notices are signed by the herder and WRA only, and not by the
18

19 ¹⁵ See, e.g., WRA Letter to U.S. Dept. of Homeland Security, Ex. 13 (notifying DHS that a
20 herder had left the employ of one of WRA's member ranches).

21 ¹⁶ Youree Dep. 63:3-5, Ex. 4.

22 ¹⁷ Youree Dep. 62:22-63:2; 149:15-17, Ex. 4; *see also* Emails between Lane Jensen, WRA &
23 Jose Calle, Evaluator, Ex. 14 (describing coordinators as independent contractors). WRA staff have
24 visited Peru in the past, as part of their oversight of the recruitment process. WRA Board of Director
25 Meeting Agenda, Jan. 22-23, 2020, at WRA003234, Ex. 15. *See also* Emails, Ex. 14 (discussing
26 complaints that potential herders had been illegally charged a fee to apply to herd for WRA).

27 ¹⁸ Youree Dep. 63:14-64:3, Ex. 4.

28 ¹⁹ Youree Dep. 151:2-5, Ex. 4. *See, e.g.*, Pre-Employment Notice, Ex. 16.

²⁰ *See, e.g.*, Pre-Employment Notices, Ex. 16 (2010), Ex. 17 (2011-2015). Youree testified
that WRA uses the same Pre-Employment Notice for each herder hired within a given year. Youree
Dep. 152:11-16, Ex. 4. Youree testified that after 2015, WRA began providing potential herders
with additional documents in addition to the Pre-Employment Notice, including a copy of the actual
herder contract to give notice of the employment terms, as well as information about their rights and
resources through DOL, WRA, and their home consulates. Youree Dep. 153:9-155:13, Ex. 4.

1 member ranch. Pre-Employment Notice, Ex. 16. The Notice says, “ON BEHALF OF YOUR
2 EMPLOYER, A MEMBER OF WRA” (original emphasis), but the specific member of WRA is not
3 identified. *Id.*

4 Once H-2A herders arrive in the United States and travel to the member ranches where they
5 will work, WRA requires the member ranches and herders to sign an “Employment Agreement,” a
6 form established by WRA.²¹ Although these contracts are ostensibly between the herder and the
7 member ranch, certain provisions guaranteeing rights of WRA are included.²² For example, the
8 contracts specifically state that WRA assigns and can transfer herders, that WRA can terminate
9 herders, and that the member ranch agrees to indemnify WRA with regard to claims by employees
10 for wages or damages, or claims from third parties or government entities for damages or equitable
11 relief. *Id.*

12 As part of this control over herder contracts, WRA also dictates which benefits member
13 ranches must provide to their H-2A herders.²³ While the H-2A program has never required
14 employers to supply herders with life insurance, health insurance, or paid vacation, at points
15 throughout the proposed class period WRA has provided or required its member ranches to offer
16 each of these benefits to herders.²⁴ For the entire proposed class period, member ranches have been
17 required to carry workers’ compensation insurance, and to list WRA as the “certificate holder”
18 whenever possible.²⁵

19 _____
20 Provision of a copy of the herder contract gave herders notice of the same employment terms
outlined in the Pre-Employment Notices. *Compare* Ex. 16 *with* Ex. 64.

21 ²¹ *See, e.g.,* Shepherder Employment Agreement at WRA000008-11, Ex. 64; Youree Dep.
22 168:11-17, 171:19-23, Ex. 4.

23 ²² Shepherder Employment Agreement at WRA000010, Ex. 64.

24 ²³ *See, e.g.,* Youree Dep. 176:18-178:12, Ex. 4 (WRA previously required member ranches to
provide herders with two weeks’ paid vacation).

25 ²⁴ Youree Dep., Ex. 4 at 57:17-25 (WRA provides life insurance to herders); 82:11-24
26 (between 2010 and 2013, herders could opt-in a health insurance program, with half the premium
paid by the ranch and half paid by the herder), 176:18-178:12 (ranches were required to provide two
weeks’ paid vacation from 2010-2016).

27 ²⁵ *See* Youree Dep. 179:14-19, Ex. 4. *See also* WRA Letter re: Workers Compensation, , Ex.
28 18 (reminding member ranches that they must renew their worker’s compensation insurance
certificates “according to the agreement previously made between WRA and DOL”); Attachment to

1 In addition to exercising control as a joint employer, WRA also assumes certain
2 responsibilities with respect to the H-2A herders. Each H-2A herder is guaranteed full time
3 employment for at least 75% of his contract, known as the “3/4ths guarantee.”²⁶ If the member
4 ranch where the herder is employed does not require the herder for at least 75% of his contract,
5 WRA will transfer the herder to another member ranch to work out the remainder of his contract; if
6 there is nowhere to transfer the herder, and the 3/4ths guarantee has not been met, WRA will pay the
7 herder’s wages.²⁷ Similarly, if a member ranch is unwilling or unable to pay its herders, WRA is
8 financially responsible for guaranteeing that the H-2A herders are paid.²⁸ Because WRA assumes
9 this liability as a joint employer, WRA requires its member ranches to agree to indemnify WRA with
10 regard to claims by employees for wages or damages, or claims from third parties or government
11 entities for damages or equitable relief.²⁹ The requirement to indemnify is outlined in each
12 individual herder contract, as well as in the New Member Packet.³⁰

13 WRA also handles all of the H-2A applications and visa process, from the Job Order (ETA
14 Form 790) to the Job Certification Application (ETA Form 9141/9142A) to the Visa Application

15 _____
16 Form ETA-790 & Form ETA-9142A, Ex. 19, at WRA000314 (displaying member ranch El Tejon as
the “insured” and WRA as the “certificate holder”).

17 ²⁶ See 20 C.F.R. § 655.122(i); *see also* Sheepherder Employment Agreement section Ten, at
WRA000010, Ex. 64.

18 ²⁷ Youree Dep. at 77:22-78:5, Ex. 4; Richins Dep. at 46:7-15, Ex. 5 (the herder will be
19 transferred to another ranch, allowing the membership to collectively make the guarantee).

20 ²⁸ See WRA Letter to Members at ETS0116, Ex. 20 (describing WRA’s obligation to
guarantee 3/4th of the work and pay for each herder’s contract, and noting the existence of a savings
21 reserve account to cover these guarantees if a ranch goes bankrupt or the entire program ends); WRA
Letter re Billing Statement, Ex. 21 (noting that WRA holds funds in reserve “to provide the means to
22 meet our obligation to the Department of Labor should WRA cease operations”); Richins Dep.
199:24-200:13, Ex. 5 (describing an incident in which WRA paid herders on a member’s behalf, and
23 then terminated the member). WRA is also responsible for ensuring that herders are paid for travel
subsistence at the beginning and end of their contracts. *See* WRA Letter re Travel Subsistence, Ex.
24 22 (requesting that member ranches provide evidence that their herders have been compensated for
travel subsistence, so that WRA may provide that documentation to DOL); Youree Dep. 273:14-25,
25 Ex. 4 (WRA has had occasion to send subsistence or reimbursement payments to herders after they
have returned to their home countries). *See also*, n.8 *supra* (describing WRA being required to pay
back wages at the direction of the DOL).

26 ²⁹ *See, e.g.*, Sheepherder Employment Agreement at WRA000010, Ex. 64.

27 ³⁰ *See* Sheepherder Employment Agreement at WRA000010, Ex. 64; New Member Packet at
28 WRA0001002, Ex. 9.

1 (INS Form I-192).³¹ In depositions and declarations, WRA's member ranches have confirmed that
2 they rely upon WRA to complete all of this paperwork and navigate the H-2A procedures on their
3 behalf.³²

4 If a herder has a problem at the member ranch (for example, if the member ranch fails to pay
5 the herder's wages), WRA has instructed herders to contact WRA directly.³³ WRA keeps logs of
6 calls from herders, investigates complaints, and may even terminate a ranch's membership and/or
7 transfer the herder to another member ranch.³⁴ WRA also performs audits of its member ranches to
8 ensure they are complying with each facet of the H-2A program, and that they would be able to pass
9 a Department of Labor audit.³⁵

10 3. WRA Enjoys Benefits as a Joint Employer of H-2A Herders

11 According to WRA's Executive Director and 30(b)(6) witness, WRA enjoys many benefits
12 from its joint employer status. For example, being a joint employer allows WRA to transfer herders
13 amongst its member ranches, at WRA's discretion.³⁶ Being a joint employer also allows WRA to
14

15 ³¹ See generally Youree Dep. 85:3-86:5, Ex. 4 (discussing the application process).

16 ³² See, e.g., Deposition of Ted Borda ("Borda Dep.") 15:19-16:1, Ex. 23; Deposition of Hank
17 Dufurrena ("Dufurrena Dep.") 11:21-12:1, Ex. 24; Deposition of Nicholas Etcheverry ("Etcheverry
18 Dep.") 18:13-19:13, Ex. 25; Declaration of Rick Powers ("Powers Decl.") ¶ 5, Ex. 26; Deposition of
19 Pauline Inchauspe ("Inchauspe Dep.") 13:8-14, Ex. 27; Deposition of John Espil ("Espil Dep.") 14:4
20 -14, Ex. 28; Deposition of Sierra Knudsen ("Knudsen Dep.") 16:14 -24, 17:13-18:8, Ex. 29;
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Declaration of John Estill ("Estill Decl.") ¶3, Ex. 36.

21 ³³ See, e.g., DOL Wage & Hour Div., Enhanced Compliance Agmt., Ex. 37; Pre-Employment
22 Notice, Ex. 16; Youree Dep. 154:15-155:13, 162:6-15, Ex. 4.

23 ³⁴ Youree Dep. 193:11-194:21, 202:10-21, Ex. 4. Indeed, as of 2018, WRA is required, as
24 part of a compliance agreement with the Department of Labor, to maintain a phone number available
25 exclusively to herders to raise concerns with WRA about their working conditions at the member
26 ranches, including claims of H-2A violations. DOL Wage & Hour Div., Enhanced Compliance
27 Agmt., at WRA003286, Ex. 37. WRA is also required to designate someone to call or visit at least
28 15% of the member ranches to interview herders about their working conditions and H-2A process.
Id. at 3287, Ex. 37.

³⁵ Youree Dep. 270:6-21, Ex. 4.

³⁶ See H-2A Program Special Procedures re: Transfer of Workers, at WRA000795, Ex. 38
("The WRA may transfer a domestic or foreign sheepherder from one rancher-member to another
rancher-member, but not to employers who do not belong to the WRA. Such transfers may be

1 provide health and life insurance to herders at each of the member ranches through a group policy.³⁷
2 Additionally, WRA is able to submit various H-2A forms on behalf of multiple member ranches, as
3 it is a joint employer with each of those ranches.³⁸ WRA is also privy to audits and other
4 conversations between member ranches and the Department of Labor, due to its joint employer
5 status.³⁹ In its recruiting capacity, WRA has the ability to recruit new herders, sometimes without
6 knowing to which member ranch they will be assigned.⁴⁰ WRA also supplies herders with the Pre-
7 Employment Notice (which herders sign in their home countries), and guides the herder through the
8 H-2A process.⁴¹

9 C. Shepherders Contracts, Job Duties, and Hours Are Consistent

10 All of the H-2A herders in the putative class have essentially the same binding employment
11 contracts, the same job duties, and similar hours. In the absence of a separate written work contract
12 that incorporates all the required terms and conditions of employment, and signed by both WRA and
13 the shepherd, the terms of the work contract are defined by the required terms of the job order
14 (form 790) and the certified Application for Temporary Employment Certification (form 9142 or
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17 **made at the WRA's discretion.** When a worker objects to a transfer, the WRA will consider the
18 worker's concerns and preferences. However, ultimate refusal on the part of a worker to a transfer
19 may subject the worker to dismissal for a lawful, job-related reason, as provided for in DOL
20 regulations") (emphasis added). *See also* Shepherd Employment Agreement at WRA000010, Ex.
21 64 (same); New Member Packet at WRA001000, Ex. 9 ("As a Joint Employer, WRA can provide
22 you with the added benefit of transferring workers from one wool-growing operation to another.");
23 Holt Report at WRA001038, Ex. 6 ("If the rancher no longer needs a herder, or a herder is
24 dissatisfied with his employer, the WRA will transfer the herder to another rancher member");
25 Youree Dep. 253:14-24, Ex. 4. The ability to transfer between members was so important to WRA,
26 that in its letter in response to proposed revisions to the H-2A regulations in 2015, WRA specifically
27 requested that the H-2A program continue to recognize it as a joint employer and "maintain the
28 ability to transfer workers between member employers as needed." WRA Comments at
WRA000916, Ex. 7.

³⁷ Youree Dep. 57:17-21, 82:11-24, Ex. 4.

³⁸ *See, e.g.*, Youree Dep. 118:4-7, Ex. 4.

³⁹ Youree Dep. 203:24-204:24, Ex. 4.

⁴⁰ Youree Dep. 159:14-160:10, Ex. 4. Herders may be recruited and placed on a list of
available workers provided to ranches, but most often before a herder signs a Pre-Employment
Notice, he will know to which member ranch he is assigned. *Id.*

⁴¹ Youree Dep. 155:23-157:10, Ex. 4.

1 “H-2A petition”). 20 C.F.R. §655.122(q).⁴² Since WRA does not sign contracts with the herders
2 incorporating all the required terms, this regulation applies and dictates the terms of the contract,
3 which are thus identical for all herders, as they are created by the same regulations.

4 Indeed, WRA has produced many of the job orders and H-2A petitions that it filed in order to
5 obtain H-2A visas – the documents that provide the substance of the contract. These documents set
6 forth the herders’ job duties, monthly salary, required hours, and WRA’s commitment to pay state
7 minimum wage when it was higher than the AEWR; these elements of the job order and H-2A
8 petitions are consistent in relevant respects over the entire time period. *See, e.g.,* Macker Decl. ¶¶ 6-
9 17, Ex. 3; Job Orders, Ex. 63; H-2A Petitions, Ex. 40.

10 1. Required Hours of Work

11 All of the relevant job orders and H-2A petitions state that herders will be on call for up to 24
12 hours/day, 7 days/week. Macker Decl. ¶¶ 9, 15, Ex. 3. If the H-2A requests did not specify that the
13 herders needed to be available 24/7, then the visas could not have been issued under the special
14 procedures for herders, and would have had to comply with the usual H-2A requirements of
15 recording all hours worked, and paying the minimum wage rate for each hour worked.⁴³ The job
16 orders and H-2A petitions filed by WRA and produced in this litigation consistently include the
17 assertion that the herders will be on call 24/7. Macker Decl. ¶¶ 9, 15, Ex. B, C, Ex. 3; sample form
18 790, at WRA008338, P000651, Ex. 63; H-2A Petitions at WRA008325, WRA009977, Ex. 40.
19 Further, the I-129 forms prepared and submitted by WRA (the request for a visa made to DHS after
20 DOL has approved issuance) states: “Hours per week: 24/7 Hours per week” *see, e.g.,* WRA010890
21 at 894, Ex. 41. When these special procedures for sheepherders apply, the employer does not have

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23 ⁴² *See also* *Arriaga v. Fla. Pac. Farms, LLC*, 305 F.3d 1228, 1233 n.5 (11th Cir. 2002);
24 *Frederick Cnty. Fruit Growers Ass’n, Inc. v. Martin*, 968 F. 2d 1265, 1268 (D.C. Cir. 1992);
Salazar-Calderon v. Presidio Valley Farmers Ass’n, 765 F. 2d 1334, 1342 (5th Cir. 1985).

25 ⁴³ TEGL No. 32-10, Att. A, §I.C.1, Ex. 39 at WRA000806 (“If an application file for a
26 sheepherder or goatherder does not include the requirements of being on call 24 hours per day, 7
27 days per week, the Chicago NPC may not process the employer’s application under the special
28 procedures enumerated in this TEGL, and must instead require compliance with all the requirements
of the H-2A regulations outlined in 20 C.F.R. 655, Subpart B.”); 20 C.F.R. §655.200 (b)(3) (“These
procedures apply to job opportunities with the following unique characteristics . . . The work
activities generally require the workers to be on call 24 hours per day, 7 days a week.”).

1 to keep track of hours worked.⁴⁴ In reliance on these provisions, neither WRA nor its member
2 ranches maintained a record of hours worked.⁴⁵

3 While neither WRA nor its member ranches tracked hours worked, the similarity of the job
4 duties, the requirements of H-2A, and fundamentally the requirements of open range sheepherding
5 combine to establish that the hours of compensable time herders worked each day must be similar.
6 The analysis is made easier by the principles of wage and hour law which dictate that, except for
7 sleeping time, nearly all of the herders waking hours are hours worked. Moreover, this can be
8 confirmed with representative testimony from herders such as Plaintiff Cántaro Castillo, and by a
9 survey of herders, such as the one begun by Dr. Jeffrey Petersen that is described in more detail
10 below.

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12 ⁴⁴ 20 C.F.R. § 655.210(f)(1) (“The employer is exempt from recording the hours actually
13 worked each day, the time the worker begins and ends each workday, as well as the nature and
14 amount of work performed, but all other regulatory requirements in § 655.122(j) and (k) apply.”);
15 TEGL No. 32-10, Att. A, §I.C.7, Ex. 39 at WRA000807 (“Because the unique circumstances of
16 employing sheepherders and/or goatherders (i.e., on call 24/7 in remote locations) prevent the
monitoring and recording of hours actually worked each day as well as the time the worker begins
and ends each workday, the employer is exempt from reporting on these two specific requirements
of 20 C.F.R. 655.122(j) and (k). However, all other regulatory requirements related to earnings
records and statements apply.”).

17 ⁴⁵ See Borda Dep. 83:14-15, Ex. 23; Dufurrena Dep. 39:20-24, Ex. 24; Etcheverry Dep.
18 59:18-22, Ex. 25; Deposition of Tom Filbin (“Filbin Dep.”) 89:10-12, Ex. 42; Inchauspe Dep. 73:23-
19 25, Ex. 27; Espil Dep. 78:24-79:9, Ex. 28; Knudsen Dep. 66:1-10, Ex. 29; Deposition of Kristofor
20 Leinassar (“Leinassar Dep.”) 63:18-64:1, Ex. 43; Declaration of Bonnie Little (“Little Decl.”) ¶ 14,
21 Ex. 44; Snow Dep. 35:18-36:12, Ex. 30; Vogler Dep. 105:21-106:5, Ex. 31; Wines Dep. 49:20-22,
Ex. 32; Wright Dep. 65:9-10, Ex. 33; Declaration of Connie Olagaray (“Olagaray Decl.”) ¶ 14, Ex.
22 35; Declaration of Melchor Gragirena (“Gragirena Decl.”) ¶ 17, Ex. 34; Youree Dep. at 224:11-
226:4, 228:14-24 (it was not possible for ranches to track hours, WRA made no record of hours and
did not expect ranches to do so), Ex. 4.

23 While no records were kept of hours worked, ranches (though not WRA) did keep records of
24 what herders were paid, and many produced records for the past three years, with acknowledging
25 having records that go back further. Declaration of Ted Borda (“Borda Decl.”) ¶¶ 5-7, Ex. 45;
26 Declaration of Nick Etcheverry (“Etcheverry Decl.”) ¶¶ 5-6, Ex. 46; Estill Decl. ¶¶ 4-5, Ex. 36;
27 Declaration of Aulene Ratliff (“Ratliff Decl.”) ¶¶ 4-5, Ex. 47; Olagaray Decl. ¶¶ 6-8, Ex. 35;
28 Declaration of Kristofor Leinassar (“Leinassar Decl.”) ¶¶ 6-9, Ex. 48; Little Decl. ¶¶ 6-8, Ex. 44;
Declaration of Pauline Inchauspe (“Inchauspe Decl.”) ¶¶ 5, Ex. 49; Powers Decl. ¶¶ 6-7, Ex. 26;
Declaration of Hank Vogler IV (“Vogler Decl.”) ¶¶ 5-7, Ex. 50. Moreover, WRA surveyed its
members each year to find out what they paid their herders, and those documents have been
produced. Macker Decl. ¶ 5, Ex. 3; Ex. 51 (sample surveys). Finally, if no other records are
available for a given herder, we have the official record of what WRA represented to the DOL that
herders would be paid in the job order (form 790) and application (form 9142). Macker Decl. ¶¶ 10,
16, Ex. 3.

1 2. Herders Job Responsibilities

2 WRA has used virtually identical job descriptions in all of its job orders and H-2A petitions
3 since 2010. Macker Decl. ¶¶ 8, 14, Ex. 3. This is no surprise since it closely tracks the job
4 description included in the TEGL special regulations. *Id.* The TEGL, Att. A, §I.C.1 provides the
5 following job description:

6 Attends sheep and/or goat flock grazing on the range or pasture. Herds flock and
7 rounds up strays using trained dogs. Beds down flock near evening campsite. Guards
8 flock from predatory animals and from eating poisonous plants. Drenches sheep
9 and/or goats. May examine animals for signs of illness and administer vaccines,
10 medications, and insecticides according to instructions. May assist in lambing,
11 docking, and shearing. May perform other farm or ranch chores related to the
12 production and husbandry of sheep and/or goats on an incidental basis.

13 WRA000801 at 806, Ex. 39. WRA's member ranches agreed that the job description was generally
14 accurate as to herders working on their ranches.⁴⁶

15 WRA members specifically noted that herders assisted with lambing,⁴⁷ guarded sheep from
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26 ⁴⁶ Gragirena Decl. ¶ 15, Ex. 34; Borda Dep. at 38:14-39:16, Ex. 23 (description accurate
27 except for extent of on call time); Dufurrena Dep. at 33:16-35:17, 39:4-18, 51:18-52:1, Ex. 24
28 (earlier description accurate except no pesticides are used, he does not drench sheep, and he does not
require on call work; description from 2017 was accurate); Etcheverry Dep. at 51:6-17, Ex. 25
(description accurate except that herders do not need to be on call for 24 hours); Filbin Dep. at
27:16-23, 45:19-46:7, Ex. 42 (WRA had written description he agreed with, sample shown him was
"more or less" consistent with his expectations for herders); Inchauspe Dep. at 41:12-50:19, Ex. 27
(WRA standard description was generally correct, but not everything applied to her ranch, as they do
not drench sheep, and not all herders engaged in all duties listed, for example during lambing season
one herder one be in charge of the band of ewes that had not gotten pregnant that year, and thus were
not lambing); Espil Dep. at 18:18-22:20, 29:3-8, Ex. 28 (while initially describing the job description
as wrong, a sentence by sentence review established that all items listed were herder responsibilities
except that he never drenches his sheep or uses insecticides, and denied herders were on call 24/7);
Knudsen Dep. at 42:9-43:8, Ex. 29 (standard description is fair); Leinassar Dep. at 77:1-80:22, Ex.
43 (description is accurate except that he does not drench his sheep); Snow Dep. at 38:6-45:1, Ex. 30
(description was accurate except that on his land he did not believe poisonous plants were a problem,
he did not drench his sheep, and herders did not perform vaccinations); Vogler Dep. at 51:4-12, Ex.
31; Wines Dep. at 43:19-44:14, Ex. 32; Wright Dep. at 32:14-22, 35:18-25, Ex. 33; Little Decl. ¶ 15,
Ex. 44; Olagaray Decl. ¶ 9, Ex. 35.

⁴⁷ Vogler Decl. ¶ 9, Ex. 50; Inchauspe Decl. ¶ 6, Ex. 49; Espil Dep. at 85:17-86:1, Ex. 28;
Borda Decl. ¶ 11, Ex. 45; Leinassar Dep. at 80:9-16, Ex. 43; Wright Dep. at 82:6-12, Ex. 33;
Dufurena Dep at 69:5-14, Ex. 24; Little Decl. ¶ 10, Ex. 44; Etcheverry Dep. at 66:4-18, Ex. 25;
Snow Dep. at 43:11-12, Ex. 30; Knudson Dep. at 54:25-55:8, Ex. 29; Olagary Decl. ¶ 11, Ex. 35;
Ratliff Decl. ¶¶ 7-8, Ex. 47; Powers Decl. ¶ 11, Ex. 26; Estill Decl. ¶¶ 7-8, Ex. 36.

1 predators,⁴⁸ sought to prevent the sheep from eating poisonous plants,⁴⁹ and herded sheep to stay
2 within the boundaries of their permitted range and avoid overgrazing.⁵⁰ Plaintiff Cántaro Castillo
3 testified that he assisted with lambing, and otherwise was out on the range with his band of sheep,
4 responsible for guarding them. Cántaro Castillo Dep. at 43:17-24, 44:10-14, Ex. 1.

5 Dr. Holt's report, *see* n.6 *supra*, describes sheepherders' responsibilities as follows:

6 The open range sheepherder lives and travels with this band of sheep day and night,
7 protecting the sheep from predators and from eating poisonous plants, moving the
8 band to new grazing land each day and bedding them down at night. Typically,
9 during a portion of the year the sheep range is in the mountains or desert, often in
10 exceedingly remote areas.

11 ...

12 A herder's "work day" typically consists of moving the sheep to new pasture in the
13 morning, observing the sheep during the day as they graze to assure that there are no
14 problems, bedding the band down at night, and being alert during the night for
15 possible indications of predators. The presence of predators is usually signaled by the
16 actions of the guard dogs or signs of restiveness among the sheep that experienced
17 herders have learned to recognize.

18 WRA001035-36, Ex. 6.⁵¹ Dr. Holt also provided testimony, in which he concluded that, "open
19 range sheepherding, where the open range is used for pasture, is a labor-intensive undertaking
20 because of the fact that it does require these herders to be with the sheep constantly." Holt
21 Testimony at P000037-38, Ex. 8. This is consistent with the H-2A regulations for herders, which

22 ⁴⁸ Snow Dep. at 41:12-19, Ex. 30; Vogler Dep. at 125:19-126:24, Ex. 31; Knudson Dep. at
23 109:8-18, Ex. 29; Filbin Dep. at 74:14-75:1, Ex. 42; Wines Dep. at 66:7-15, Ex. 32; Inchauspe Dep.
24 at 45:7-11, Ex. 27; Borda Dep. at 90:7-91:22, Ex. 23; Leinassar Dep. at 56:21-57:13, Ex. 43; Espil
25 Dep. at 120:7-14, Ex. 28.

26 ⁴⁹ Inchauspe Dep. at 45:7-11, Ex. 27; Vogler Dep. at 40:15-24, Ex. 31; Etcheverry Dep. at
27 111:12-17, Ex. 25; Leinassar Dep. at 79:4-8, Ex. 43; Filbin Dep. at 92:11-14, Ex. 42; Dufurrena
28 Dep. at 86:23-87:12, Ex. 24; Espil Dep. at 20:18-25, Ex. 28; Knudson Dep. at 51:23-52:24, Ex. 29.

⁵⁰ Filbin Dep. at 73:13-24, Ex. 42; Knudson Dep. at 102:4-17, Ex. 29; Inchauspe Dep. at
103:2-18, Ex. 27; Espil Dep. at 102:11-20, Ex. 28; Snow Dep. at 65:12-20, Ex. 30.

⁵¹ WRA submitted a letter to DOL, in response to proposed revisions to the H-2A regulations
in 2015, and provided a similar description: "Whether individually or as part of a team, herders can
tend a large "band" or "herd" of 1,000 head of livestock or more, often in rugged high altitude
terrain or dry desert conditions, hauling water for the animals, herding them to grazing areas and
making sure they have enough to eat, keeping them from going astray, and protecting them from the
constant threat of natural predators like coyotes, mountain lions, and wolves, harmful or poisonous
plants, and man-made dangers like highways and domesticated dogs. During lambing, calving or
kidding season, the herders assist the animals in the birthing process, and at all times, the herders
provide for the health and medical needs of the herd." WRA Comments at WRA000883, Ex. 7.

1 make explicit that the special regulations apply only to positions in which the herder will be “on the
2 range” for most of the workdays, and defines “range” to exclude “any area where a herder is not
3 required to be available constantly to attend to the livestock and to perform tasks, including but not
4 limited to, ensuring the livestock do not stray, protecting them from predators, and monitoring their
5 health.” 20 C.F.R. §§ 655.200(b)(2), 655.201. Notably, WRA member ranchers routinely testified
6 that they considered the herders to be “on the range” for nearly the entire year, with some of them
7 excluding approximately two months out of the year for lambing and related activities.⁵²

8 The descriptions provided by the H-2A regulations, WRA’s prior expert witness Dr. Holt,
9 WRA’s signed statements in H-2A requests it has filed, and WRA members in their deposition
10 testimony in this case, all describe duties consistent with Plaintiff Cántaro Castillo’s testimony that
11 “we all worked ... all guarding as sheepherders all the time.” Cántaro Castillo Dep. at 44:10-14, Ex.
12 1.

13 For most of the year the herder’s duties and workday are very similar, albeit in different
14 locations as sheep tend to graze at higher elevations in the summer, and valleys or desserts in the
15 winter. Little Decl. ¶ 2, Ex. 44; Olagaray Decl. ¶ 12, Ex. 35; Leinsassar Decl. ¶¶ 10, 12, 15, Ex. 48;
16 Borda Decl. ¶ 10, Ex. 45. However, for approximately two months each year, there are additional
17 duties associated with shearing, lambing, and docking. The sheep are gathered together for shearing.
18 Shortly thereafter, lambing season begins, and the ewes begin to give birth to new lambs. Dr. Holt
19

20 ⁵² Borda Dep. at 86:16-87:19, Ex. 23 (he considers his herders to be on the range ten and a
21 half months of the year); Dufurena Dep. at 65:23-66:15, 66:22-67:11, Ex. 24 (he considers his
22 herders to be on the range year round, although where they lamb for a month and a half may not
23 qualify as range); Etcheverry Dep. at 97:11-16, Ex. 25; Filbin Dep. at 96:5-97:19, Ex. 42 (herders
24 and sheep are on the range except for those sheep that are brought in for confinement lambing,
25 though others lamb on the range, and for two weeks to two months on pasture land); Inchauspe Dep.
26 at 43:17-19, 73:18-22, Ex. 27; Espil Dep. at 75:24-78:4, Ex. 28 (herders are on range except for 30-
27 40 day period in November when they are at a farm for breeding); Leinassar Dep. at 30:2-9, Ex. 43
28 (herders were on the range from April 1 until mid-February, thus all year except for mid-February to
end of March); Deposition of Bonnie Little (“Little Dep.”) 28:24-29:3, Ex. 52 (on range 100% of
time); Snow Dep. at 31:5-33:6, Ex. 30 (herders were on range except for October-December when
they were on alfalfa near camp tender’s ranch); Vogler Dep. at 96:22-97:11, Ex. 31 (herders were on
range year round); Wines Dep. at 84:21-85:10, Ex. 32 (sheep were on the range 320 days per year);
Wright Dep. at 47:9-16, Ex. 33 (herders were on the range except for two months in spring for
lambing, and one month in fall); Gragirena Decl. ¶ 8, Ex. 34 (on range all days in Nevada).

1 also summarized these activities:

2 For periods of a few weeks during the shearing and lambing seasons the work day is
3 very different. During lambing the herders and the rancher must observe and assist
4 ewes who are having difficulty in lambing or care for weak lambs and assure that
5 lambs are nursing. This is an extremely intense period, and, of course, lambing
6 occurs around the clock. Shearing is typically done by contract shearing crews, but
7 the rancher and herder assist by moving sheep to and from the shearers.

8 Holt Report, WRA001036-37, Ex. 6. WRA member ranches provided similar descriptions of this
9 “intense” period.⁵³ Sheep generally give birth over a period of 4-8 weeks. After lambing, the
10 herders also work on docking⁵⁴ lambs before leading bands of ewes and their new lambs out on the
11 range for the rest of the year.⁵⁵

12 During the ten to twelve months per year that the herders are out on the range with their band
13 of sheep, the herders are on duty every day.⁵⁶ The sheep do not take weekends off – and neither do
14 the predators – so the herders must be with them, day in, day out, as their contract requires.
15 Moreover, they must be on the lookout for and available to address any issues for the entirety of the

16 ⁵³ Even the WRA member ranches, who tended to downplay the hours of work put in by the
17 herders, acknowledged long hours during lambing season. Etcheverry Dep. at 66:4-18, Ex. 25
18 (lambing is intense); Filbin Dep. at 85:22-86:15, Ex. 42; Inchauspe Dep. at 65:3-66:4, Ex. 27
19 (lambing is busy time of year, herders work from dawn to dark for that month, approximately mid-
20 April to mid-May); Knudsen Dep. at 84:25-87:13, Ex. 29; Dufurrena Decl. ¶ 6, Ex. 53 (10-12 hour
21 days during lambing); Dufurrena Dep. at 7:24-8:17, Ex. 24 (he contradicted his declaration and
22 claimed hours varied, and could be as low as 7-8 hours/day); Vogler Dep. at 34:16-35:9, 70:23-
23 71:16, 122:15-123:4, Ex. 31 (so busy that extra herders are needed for shearing, lambing; lambing is
24 a critical time); Wines Dep. at 53:13-54:5, 58:17-22, Ex. 32 (12 hour shifts during lambing, with
25 separate day and night crews, lambing lasts 45 days for those lambing inside, two months for the
26 older ewes); Wright Dep. at 84:18-23, Ex. 33; Borda Decl. ¶ 11, Ex. 45 (during lambing herders
27 work 10-12 hours/day); Powers Decl. ¶ 11, Ex. 26 (same); Estill Decl. ¶ 8, Ex. 36 (same); Olagaray
28 Decl. ¶¶ 11, 13, Ex. 35 (same); Leinassar Decl. ¶ 11, Ex. 48 (during lambing herders work 45-50
hours per week); Little Decl. ¶ 14, Ex. 44 (lambing is busiest time of year).

⁵⁴ This refers to castrating male lambs, ear-marking females, shortening tails, and
administering vaccinations. Espil Dep. at 89:2-4, Ex. 28; Leinassar Dep. at 120:7-15, Ex. 43;
Knudson Dep. at 55:9-18, Ex. 43.

⁵⁵ See, e.g., Inchauspe Decl. ¶ 7, Ex. 49; Olagaray Decl. ¶ 12, Ex. 35; Etcheverry Decl. ¶ 7,
Ex. 46; Ratliff Decl. ¶ 7, Ex. 47.

⁵⁶ Cántaro Castillo Dep. at 51:9-11, Ex. 1 (he worked every day); Filbin Dep. at 47:13-48:15,
Ex. 42; Espil Dep. at 29:18-23, Ex. 28 (sheep do not take weekends off so herders must watch over
them every day); Knudsen Dep. at 106:4-12, Ex. 29; Borda Dep. at 66:9-24, Ex. 23; Dufurrena Dep.
at 80:24-81:5, Ex. 24; Inchauspe Dep. at 58:10-20, Ex. 27; Wines Dep. at 40:10-20, Ex. 32; Snow
Dep. at 35:10-16, Ex. 30; Little Decl. ¶ 16, Ex. 44; Olagaray Decl. ¶ 13, Ex. 35; Wright Dep. at
76:4-11, Ex. 33.

1 day, even if they are not called upon to be active every moment of the day.⁵⁷ WRA has described
2 the 24/7 on call requirement as a requirement to be “available” for performing work as needed 24/7,
3 while not expecting herders will be active for the entire time. WRA comments in response to notice
4 of proposed rulemaking, June 1, 2015 (“WRA Comments”) at WRA0912, Ex. 7. Like many jobs –
5 security guards, firefighters, babysitters – a big part of the herder’s job responsibility is to be
6 constantly alert to any problems and able to quickly respond, a scenario referred to as “engaged to
7 wait.” As WRA represented to DOL, “Responding to health emergencies experienced by the
8 animals can occur at any time of the day or night, as can responding to threats from predators.”
9 WRA Comments at WRA000899, Ex. 7. *See also* Richins Dep. at 185:2-7 (open range herders are
10 exempt from federal minimum wage because they are on call 24/7), Ex. 5; Cántaro Castillo Dep. at
11 44:10-14, 45:4-10, 51:6-8, 144:4-24 (herders were responsible for guarding the sheep at all times, 24
12 hours/day, even when they slept at night, they were still responsible for guarding the sheep), Ex. 1.
13 Ranchers pointed out that the sheepherders had agreed to accept this constant responsibility, stating,
14 e.g.:

15 I believe in that job description, which is I believe in their native language, when we
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17 ⁵⁷ Espil Dep. at 30:11-19, Ex. 28; Knudsen Dep. 41:21-42:8, Ex. 29; Inchauspe Dep., Ex. 27
18 at 58:10-20, 77:12-78:6, 127:14-128:25 (expect herders to be available and cover job responsibilities
19 except at night when sleeping, even then would be available if called for wildfire or other danger,
20 pays bounty on killing coyotes); at 108:8-12, 109:17-110:2 (herder should pay attention to any
21 changes in weather, etc., that could impact the sheep; herders should pay attention to sheep because
22 there are always a few who will stray and needed to be brought back), 118:24-119:22 (if herder hears
23 thunder which could disturb the sheep, rancher hopes the herder will go out to make sure the storm
24 doesn’t scatter the sheep); Wines Dep., Ex. 32 at 40:10-20 (the herders live with the sheep so they
25 are there 24 hours/day and are expected to be available if needed at any time during the 24 hour
26 day); Snow Dep., Ex. 30 at 50:12-52:14 (other than weekly break of 7-8 hours to travel to bunkhouse
27 for shower and clean clothes, herders were expected to be on range with sheep they were responsible
28 for); Dufurrena Dep., Ex. 24 at 27:23-28:9 (herders expected to be available in event of emergency);
Etcheverry Dep., Ex. 25 at 43:21-45:5 (not on call at night); Filbin Dep., Ex. 42 at 64:11-21
(expected to contact him about emergencies, any time day or night), 75:8-23 (expected to kill
predators, or at least fire a round to scare them away if is night time), 113:11-17 (when on call
herders are available for anything that arises, not always engaged in active work); Leinassar Dep.,
Ex. 43 at 56:21-57:13, 88:15-89:8, 114:19-115:4 (herders’ contract requires them to protect the
sheep including from predators, but he also pays bounty for killing predators as incentive to be alert,
aware, and watch the sheep; herders should be paying attention to the sheep regardless of where they
are and what they are doing, except at night when it is too dark to move around safely); Vogler Dep.,
Ex. 31 at 22:3-13, 30:16-32:2, 40:15-24 (bad sheepherders sit in their camp and don’t watch the
sheep as they should; good herders will protect their sheep, even if it means sleeping out with the
sheep, instead of in their sheep camp, to keep lambs from getting killed).

1 sign up for the program, all the issues are out there, they're out there to protect the
2 sheep. They're out there to practice good animal husbandry, whether it's a poisonous
3 plant, a predator, or finding the sheep good feed and water. It's not a surprise for
4 them.

5 Vogler Dep. at 40:15-21, Ex. 31. The same rancher noted that a "poor sheepherder can cost you
6 everything," and described poor sheepherders as:

7 Ones that sit in their camp and feel sorry for themselves, don't do their job, don't
8 watch their sheep, let them stray off, let the coyotes eat them. There's many people --
9 not many people that herd sheep, ma'am; it takes a special individual. And when
10 you've got that special individual, you take care of them.

11 Vogler Dep. at 22:3-13, Ex. 31. If there were any question that herders are "engaged to wait" -- that
12 having to be ready and able to respond to any issues, while not always having activities to fill their
13 time is one of the hard parts of the job -- rancher testimony made clear that is the case:

14 I am paying them to go bored out their gourds for about 20 hours a day and then
15 getting out and tending the sheep, and on different days, it's a little longer one way or
16 the other. That's what I am paying them for.

17 ...

18 There's an outfit in Eastern Idaho. They have trouble getting herders because it was
19 so boring herding sheep there because the feed base was so large, several of them
20 committed suicide. Just absolutely -- you just don't understand until you wake up at 2
21 o'clock in the morning and you hear chuh-chuh-chuh and it's the blood coursing
22 through your veins. And you hear doop-doop-doop. That's your heartbeat. And you
23 tell me you're working? The next day you're darn sure going to put in some time to
24 stop that crap or you'll go nuts. You get sagebrushed, as it's called in the industry.

25 Vogler 133:15-19, 173:6-19, Ex. 31. *See also* Inchauspe Dep. at 130:12-131:12 (the part of the
26 herder's job that is really tough is the isolation), Ex. 27.

27 While many WRA member ranchers stated that when the sheep napped in the middle of the
28 day, that herders did not need to stay with them, contrary to Dr. Holt's testimony and H-2A
regulations, even then, the herders are not only required to be available, *see* nn.56-57 *supra*, but may
have additional responsibilities. For example, they have "housework" or "chores" to maintain the
campsite,⁵⁸ and, as one rancher noted, they should be evaluating the condition of the range, thinking
about their next move with the sheep, and discussing those plans with the camp tender. Leinassar
Dep. at 122:10-24, Ex. 43.

⁵⁸ Borda Dep. at 72:22-73:4, Ex. 23 (expected to pick up trash, so nothing is left behind);
Wright Dep. at 171:7-14, Ex. 33 (they have chores to do after sheep bed down).

1 Indeed, “The remote and demanding nature of this work makes it unattractive to U.S.
2 workers.” WRA Comments at WRA000883, Ex. 7. WRA member ranchers agreed. Moreover, as
3 one testified, even when offered a U.S. worker, the ranchers did not want to hire them because “I
4 don’t think they’re able to do that job. ... It’s the isolation and there’s no domestics that are going to
5 go up on the mountain and take care of sheep.” Inchauspe Dep. at 51:16-52:8, *see also* 131:3-12,
6 Ex. 27. Herders “spend most or all of their time in remote areas and therefore do not tend to
7 frequent stores or restaurants or bars.” WRA Comments at WRA000903, Ex. 7. While WRA
8 framed this as an advantage – that herders rarely have any opportunity to spend their salaries, and
9 thus save more than other H-2A workers – it provides further evidence that herders are never
10 actually relieved from duty. Very rarely, such as with a medical emergency, the member ranch may
11 be able to have another employee take over from the assigned herder for a day or two, and only
12 slightly less rarely – just a few times a year – a herder may be permitted to take an afternoon off.⁵⁹

13 Herders are evaluated based upon their ability to keep all the sheep and lambs entrusted to
14 them healthy, and thus they have ample incentive to be attentive to the sheep.⁶⁰
15

16 ⁵⁹ Cántaro Castillo Dep. 144:25-145:8, Ex. 1 (he never had any days off, he never got to go
17 into town); Inchauspe Dep. 82:22-83:17, 84:1-4, Ex. 27 (occasionally herders are close enough to
18 walk to town, but it is a problem if they leave the sheep to go to town, and it doesn’t happen often; if
19 herder needed to go to town, rancher would take them, but it does not happen often); Borda Dep.
20 51:9-52:25, Ex. 23 (during nine months of year, only way to get to town would be for herder to ask
21 Borda for a ride, and that doesn’t happen except rare instances of medical appointments; they also
22 may bring one back to the ranch for shower, clean clothes once in a while); Dufurrena Dep. 52:15-
23 53:4, Ex. 24 (herders in remote areas, can’t do things like order a pizza delivery); Etcheverry Dep.
24 70:4-72:18, Ex. 25 (they are 50 miles from town, can’t just walk there, they would have to ask him
25 for a ride, but they do not do so, except in October when they are near a small town and have access
26 to a truck); Filbin Dep. 65:13-66:7, Ex. 42 (herders would have to ask for transport to town, and he
27 cannot recall the last time anyone asked to go); Knudsen Dep. 95:24-96:20, 101:8-21, Ex. 29
28 (herders are at least an hour’s drive from town, would have to ask ranch for a ride, it’s not common;
too far to order pizza or anything like that); Little Dep. 143:16-144:9, Ex. 52 (most herders do not
ask to go to town or any place else for more than 14 days in year, the amount of vacation time they
had); Vogler Dep. 158:21-160:2, Ex. 31 (not common for herder to ask to take any time away from
range to go to town, the most anyone asked was 4 times/year); Wines Dep. 89:17-90:8, Ex. 32
(herders have the chance to go to town for an afternoon about once/month); Wright Dep. 187:8-12,
Ex. 33 (not sure any went to town, no record).

⁶⁰ Inchauspe Dep. at 92:13-93:1, Ex. 27; Vogler Dep. at 143:24-147:7, Ex. 31; Wright Dep.
at 72:9-20, Ex. 33; Dufurrena Dep. at 86:7-12, Ex. 24; Filbin Dep. at 94:21-95:3, Ex. 42; Little Dep.
at 86:20-87:2, Ex. 52; Espil Dep. at 94:1-10, Ex. 28; Wines Dep. at 23:9-13, Ex. 32; Borda Dep. at
78:7-79:5, Ex. 23; Etcheverry Dep. at 92:8-16, Ex. 25; Snow Dep. at 55:15-56:9, Ex. 30.

1 3. Herder's Work in Remote Areas, With Rudimentary Housing

2 Herders spend most of the year living in "sheep camps" – essentially a trailer outfitted with
3 bed, propane powered cooking burners and often, though not always, propane powered
4 refrigerators.⁶¹ The sheep camps do not have toilet or bathing facilities – the outdoors is used.⁶²
5 Often there are a few months in the summer when the sheep graze in mountains or other land where
6 the sheep camps cannot be hauled to, and the herders must use tents with even fewer facilities.⁶³ The
7 only electricity comes from batteries or solar panels sufficient to charge the herder's cell phone.⁶⁴
8 As noted above, herders are expected to be available to attend the sheep at any time, nn.56-57 *supra*,
9 and thus even if they do not have active duties, they cannot simply take off for town or other more
10

11 ⁶¹ Borda Dep. 69:2-8, Ex. 23 (refrigerator/freezer included); Dufurrena Dep. 46:4-14, Ex. 24
12 (no refrigerators, so they aren't given any food that needs to be kept cold); Inchauspe Dep. at 75:18-
13 76:22, Ex. 27 (propane stoves, but no refrigerators except for in the winter time, so herders have to
14 salt the meat they are given to preserve it); Espil Dep. at 97:21- 98:6, Ex. 28; Knudsen Dep. at
24:12-23, Ex. 29; Leinassar Dep. at 106:10-16, 106:25-107:11, 108:15-109:3, Ex. 43; Snow Dep. at
66:14-19, Ex. 30; Wines Dep. at 88:3-6, Ex. 32 (propane stove, but no refrigerator); Wright Dep. at
52:19-53:4, Ex. 33; Olagaray Decl. ¶ 15, Ex. 35.

15 ⁶² Borda Dep. at 69:9-10, Ex. 23 (there is no plumbing); Dufurrena Dep. at 46:15-47:3, Ex.
16 24 (there is sink providing cold water, no toilet, shower, etc.); Etcheverry Dep. at 74:13- 76:18, Ex.
17 25 (no plumbing in wagons used April-June, but when they are able to use newer travel trailer, there
18 is a bathroom included, and more recently access to a house for about two months of year);
19 Inchauspe Dep. at 75:2-11, Ex. 27 (nature is their toilet, streams are the only running water); Espil
20 Dep. at 98:7-98:14, Ex. 28 (no toilet or shower in sheep camp, they do have a bag shower that can be
hung from a tree); Knudsen Dep. at 97:24-99:8, Ex. 29 (no toilet, some had bathtub, but would need
to heat water on stove); Leinassar Dep. at 109:15-110:9, Ex. 43 (no running water, toilet, or shower;
just wash basin and water can be heated on the stove); Snow Dep. at 66:20-67:20, Ex. 30 (no toilets
or bathing facilities); Wines Dep. at 87:14-16 (no running water or toilets), Ex. 32; Wright Dep. at
52:9-15, Ex. 33 (no running water, no toilets, no bathing facilities); Olagaray Decl. ¶ 15, Ex. 35;
Gragirena Decl. ¶ 9, Ex. 34.

21 ⁶³ Dufurrena Dep. at 47:16-48:7, Ex. 24; Inchauspe Decl. ¶¶ 9, Ex. 49; Olagaray Decl. ¶ 17,
22 Ex. 35; Etcheverry Decl. ¶ 9, Ex. 46; Estill Decl. ¶ 9, Ex. 36; Ratliff Decl. ¶ 9, Ex. 47; Borda Decl. ¶
13, Ex. 45; Leinassar Dep. at 28:23-29:3, Ex. 43; Wines Dep. at 62:20-63:9, Ex. 32; Little Dep. at
23 47:15-21, Ex. 52.

24 ⁶⁴ Etcheverry Dep. at 77:14-78:6, Ex. 25 (small solar battery to keep cell phone charged,
25 which is about all they have); Filbin Dep. at 60:13-22, Ex. 42 (access to electricity depends on where
the sheep camp is located, but there are small portable electric generators to charge phones, and
provide lights); Espil Dep. at 98:20-99:2, Ex. 28 (solar panels power lights); Knudsen Dep. at 99:16-
26 100:4, Ex. 29 (solar panels could run lights and charge phones); Leinassar Dep. at 107:12-24,
109:4-11, Ex. 43 (solar panels provide electricity); Snow Dep. at 67:21-68:6, Ex. 30 (no electricity in
trailer for lights, maybe a flashlight); Wines Dep. at 87:20-22, Ex. 32 (only have enough electricity
27 to charge cell phone); Olagaray Decl. ¶ 15, Ex. 35 (solar panels to charge phones); Gragirena Decl. ¶
9, Ex. 34.
28

1 enjoyable venues. Given their usually remote locations, one member rancher testified, the herders
2 have “no place to go.” Filbin Dep. 48:8-15, Ex. 42. Thus, even when not actively engaged with the
3 sheep, feeding dogs and horses, or engaged in other chores to maintain the camp, herders are not free
4 to pursue their own activities.⁶⁵

5 4. Herders’ Contract Promises to Pay Nevada Minimum Wage When that is
6 Higher than the AEW

7 As noted, the contracts created by operation of the H-2A regulations must include certain
8 provisions. That includes the promise to pay the worker the higher or the monthly AEW,
9 collective bargaining wage, or applicable state or federal minimum wage. 20 C.F.R. § 655.210(g).
10 Thus, while each job order or H-2A petition set forth the AEW as the offered wage rate, they also
11 included additional commitments, as required by the H-2A regulations. The job orders included
12 “Assurances” promising that “all working conditions comply with applicable Federal and State
13 minimum wage . . . and other employment-related laws.” Macker Decl. ¶ 7, Ex. 3; Ex. 63. An
14 officer or managing agent of Western Range signed the Employer’s Certification on each Form
15 ETA-790 under penalty of perjury. *Id.* The H-2A petitions also included an Employer’s Declaration
16 stating that “[t]he employer understands that it must offer, recruit at, and pay a wage that is the
17 highest of the adverse effect wage rate in effect at the time the job order is placed, the prevailing
18 hourly or piece rate, the agreed upon collective bargaining rate (CBA), or the Federal or State
19 minimum wage.”⁶⁶ Macker Decl. ¶ 13, Ex. 3. An officer or managing agent of Western Range

20
21 ⁶⁵ This includes restrictions on their activities, such as prohibitions on alcohol which many
22 ranches impose. Snow Dep. at 69:13-70:1, Ex. 30; Vogler Dep. at 82:22-83:17, 94:23-95:13, Ex. 31;
23 Wines Dep. at 43:6-8, 13-17, Ex. 32; Filbin Dep. at 55:3-25, Ex. 42; Espil Dep. at 60:8-19, 63:11-
24 65:15, 79:23-80:1, Ex. 28; Dufurrena Dep. at 41:1-25, Ex. 24; Leinassar Dep. at 38:25-39:23, Ex.
25 43.

26 ⁶⁶ The state minimum wage at issue is the Nevada’s Constitutional minimum wage, and thus
27 the proposed class includes only herders who worked in Nevada, during the weeks they worked in
28 Nevada. WRA produced information only on herders who worked at least part of the year in
Nevada. Each ranch either operates exclusively within Nevada, or routinely provided information to
WRA regarding which weeks its herders worked in other states. *See* Dufurrena Dep. at 20:2-5, Ex.
24 (only in Nevada); Etcheverry Dep. at 26:15-17, Ex. 25 (in Nevada approximately April/May to
October/November); Inchauspe Dep. at 18:20-24, Ex. 27; Espil Dep. at 41:16- 42:22, 45:1-19, Ex.
28 28 (herds are in Nevada approximately September/October through May); Knudsen Dep. at 20:22-
21:3, Ex. 29 (only in Nevada); Leinassar Dep. at 30:17-31:20, Ex. 43 (during two months of the
year, herds graze along the border between Nevada and California and may cross back and forth; the

1 signed the Employer's Declaration on each Form ETA-9142/9142A, under penalty of perjury. *Id.*

2 5. Expert Analysis Will Corroborate Hours and Facilitate Calculation of
3 Damages

4 For the vast majority of the 479 herders for whom WRA has produced information, WRA
5 has provided dates of employment, and identified at which WRA member ranch the herder worked.
6 See WRA Supplemental Response to Interrogatory No. 2, Ex. 2. As noted above at n.1, WRA has
7 not produced any information about herders who worked January 1, 2019 through the present.
8 Nonetheless, based upon the information produced to date, it is plainly possible to calculate damages
9 for all proposed class members based on their dates of employment, portion of the year working in
10 Nevada (for those not in Nevada year round), amount actually paid, and hours worked. See,
11 Declaration of Dr. Dwight Steward ("Steward Report") ¶¶ 17-18, 23-24, Ex. 54.

12 With respect to hours worked, as described above, the herders are responsible for the sheep
13 and required to be available to attend to them 24/7, even if not always engaged in active labor. The
14 Supreme Court has long recognized that in circumstances even less onerous than the herders are
15 subject to, that workers who must remain on the employer's premises and cannot leave to go and
16 engage in their own choice of activities, have been engaged to wait, and that time is compensable
17 even if the workers are able to listen to a radio, read, or play cards while waiting. *Armour v.*
18 *Wantock*, 323 U.S. 126, 133 (1944); *Skidmore v. Swift*, 323 U.S. 134, 136 (1944). Pursuant to DOL
19 regulations, when workers are on duty for an extended period, up to 8 hours per day may be
20 deducted from hours worked for sleep and meals, if their sleep is uninterrupted. 29 C.F.R. §§ 785.20
21 – 785.22. Thus, as a matter of law, herders can all be found to have worked at least 16 hours per
22 day.

23
24 rest of the year in Nevada); Snow Dep. at 24:14-25:10, 63:21-64:14, Ex. 30 (generally year round in
25 Nevada, but in two years drought caused move of sheep out of state from June 15 to October);
26 Wines Dep. at 71:5-9, Ex. 32 (always in Nevada); Wright Dep. at 38:6-10, Ex. 33 (always in
27 Nevada); Borda Decl. ¶ 2, Ex. 45 (operates in Western Nevada); Little Decl. ¶ 2, Ex. 44 (operates
28 solely in Nevada); Olagaray Decl. ¶¶ 2, 10-12, Ex. 35 (Five-O Ranch operates in Nevada most of
year, but in California mid-February to late April or early May); Vogler Decl. ¶ 2, Ex. 50 (operates
solely in Nevada); Powers Decl. ¶ 2, Ex. 34 (Rafter 7 operates only in Nevada), Ex. 26; Gragirena
Decl. ¶ 7 (herders in Nevada April through September); Cántaro Castillo Dep. at 52:20-53:3, Ex. 1
(he worked in Nevada from April through September); Macker Decl. ¶ 5, Ex. 3.

1 However, Plaintiff does not rest solely on this legal conclusion, and retained an expert in
2 survey research to conduct a survey of herders who worked for WRA in Nevada, to systematically
3 collect information about how they spent their time, and to offer a reliable conclusion regarding the
4 number of hours worked. *See* Dr. Jeffrey Petersen, Survey Expert Report for Class Certification
5 ("Petersen Report"), ¶¶ 1, 3, Ex. 55. Formally conducted surveys have been commonly relied upon
6 to establish hours worked when employers have no written record to establish hours worked, and
7 other elements of wage claims. *See* ¶ 9, Ex. 55; *Guifu Li v. A Perfect Day Franchise, Inc.*, No.5:10-
8 cv-01189, 2012 WL 2236752, at *13 (N.D. Cal. Jun. 15, 2012) (utilizing a survey of class members
9 performed by Dr. Petersen to determine hours worked); *Nucci v. Rite Aid Corp.*, No. 19-CV-01434,
10 2020 WL 3187335, at *11 (N.D. Cal. June 14, 2020) (Dr. Petersen's survey could be used to
11 establish class members were subject to common uniform requirements); *Senne v. Kan. City Royals*
12 *Baseball Corp.*, 934 F.3d 918, 945 (9th Cir. 2019) (affirming certification of a sub-class which
13 proposed to use a survey and other representative evidence to demonstrate hours worked). This is a
14 well-established field, with scientific principles permitting reliable conclusions to be drawn given a
15 sufficient sample. Petersen Report ¶ 23, Ex. 55. As Dr. Petersen explains, if contact was made with
16 herders, they were mostly willing to participate in the survey and were able to answer the survey
17 questions, *id.* ¶ 4, thus if he is permitted to proceed with the full survey, he expects to obtain a
18 sample for which class-wide inferences could be drawn from the survey responses, *id.* ¶ 56.⁶⁷ Dr.
19 Petersen will thus be able to provide testimony regarding hours worked, which can then be
20

21 ⁶⁷ The information produced by WRA so far covers herders who worked 2010-2018, and the
22 contact information, collected when herders were hired, was frequently out of date, so that not
23 enough herders were reachable by either phone or mail to provide the sample size sought. Petersen
24 Report at ¶ 4, Ex. 55. However, if WRA is directed to produce the names and contact information
25 for herders who worked 2019 to the present, the contact information will be more current, and an
26 adequate sample of herders should be reachable, permitting completion of the survey. Plaintiff
27 sought names and contact information for all herders who worked for WRA in Nevada through the
28 present during discovery, however WRA objected to the temporal scope of that request. The dispute
was briefed, and Magistrate Judge Baldwin determined that production of information through
December 31, 2018 would be produced to permit Plaintiff to have some evidence as the basis of his
motion for class certification, with a final determination regarding production of further data left to
this Court in connection with this motion for class certification. *See* Dkt. 209 at 2, Dkt. 219 at 2. In
addition to seeking class certification, which is supported by this record, Plaintiff also requests that
this Court require Defendant to produce names and contact information for herders who work or
worked in Nevada after December 31, 2018, to provide a sufficient record to litigate damages.

1 incorporated by Dr. Steward into calculating the total of unpaid wages encompassed by the class
2 claims. *Id.* at ¶¶ 21, 24, 62; Steward Report ¶¶ 17-18, Ex. 54. Even with the incomplete sample, the
3 herders reached have provided survey responses reporting that they work for over 12 hours per day
4 throughout the entire period of their employment. Petersen Report ¶ 58, Ex. 55.

5 **III. ARGUMENT**

6 Plaintiff has met each of the Rule 23(a) and (b) requirements and requests that the Court
7 certify the following class:

8 All persons whom WRA employed as shepherds through the H-2A program, who
9 worked in Nevada at any time on or after May 3, 2010, through the date of trial.

10 In addition, Plaintiff seeks certification of the following sub-class of former employees:

11 All persons whom WRA employed as shepherds through the H-2A program, who
12 worked in Nevada at any time after May 3, 2013, and whose employment with WRA
ceased on or before three days before the date of trial, and who are no longer
employed by WRA.⁶⁸

13 The sub-class of former employees is identified because in addition to the contract claims for failure
14 to pay minimum wage made by the full class, former employees also make a claim under N.R.S. §
15 608.020, .040(1)(a-b), .140 for failure to pay them in full for all wages earned (including minimum
16 wage for all hours worked), within three days of their last date of employment.

17 These definitions are identical to those included in the governing complaint, except that the
18

19 ⁶⁸ Under N.R.S. § 608.020, statutory claims are governed by the three-year limitations period
20 set forth in N.R.S. § 11.190(3)(a). N.R.S. § 11.190 – Periods of limitations—states in relevant part:

21 Except as otherwise provided in NRS 40.4639, 125B.050 and 217.007, actions other
22 than those for the recovery of real property, unless further limited by specific statute,
may only be commenced as follows:

23 (3) Within 3 years:

24 (a) An action upon a liability *created by statute*, other than a penalty or
forfeiture.

25 If the legislature intended to impose a shorter limitation, then the law would explicitly reflect
26 that intention. The Legislature's decision not to do so indicates its intent that, other than claims
27 specifically arising out of N.R.S. § 608.250 (the Minimum Wage Act), all other statutory wage and
28 hour claims are subject to the more general three-year limitations period set forth in N.R.S. § 11.190.
Thus, the statute of limitations for the proposed former employee sub-class claims under §608.020 is
three years. Should the Court determine the two-year statute of limitations governs, the class
definition can be modified accordingly.

1 reference “during the applicable statute of limitations” has been replaced with the relevant opening
2 dates.⁶⁹ Further, while the original definition was open ended, with no closing date, Plaintiff adds a
3 closing date so that the class period will end when trial begins. In the course of discovery,
4 Defendant objected to producing documents after May 3, 2016, the date the Complaint was filed, but
5 provided no authority in support of its assertion that the class could not include individuals who
6 worked after May 3, 2016. As described above, the terms and conditions of employment, and
7 relevant H-2A regulations, remained the same from 2010 through the present. Moreover, courts
8 have rejected the argument that discovery should end when the named plaintiff’s individual claim
9 ends, where the class definition does not incorporate any end date. *Allen v. Similasan Corp.*, No.
10 12CV376, 2014 WL 1672594, at *1–2 (S.D. Cal. Apr. 28, 2014), objections overruled, No. 12-CV-
11 376, 2014 WL 2212120 (S.D. Cal. May 27, 2014).

12 A. The Proposed Class and Sub-Class Satisfy Rule 23(a)

13 As set forth below, Plaintiff satisfies each of the elements required by Rule 23(a): (1)
14 numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *Senne v. Kan. City*
15 *Royals Baseball Corp.*, 934 F.3d 918, 927 (9th Cir. 2019).

16 1. The Proposed Class Meets the Numerosity Requirement

17 Numerosity is generally satisfied with more than 40 potential class members, and is easily
18 satisfied here where WRA’s interrogatory responses have identified approximately 479 potential
19 class members. *Rannis v. Recchia*, 380 F. App’x 646, 651 (9th Cir. 2010) (15 is too few, but 40 can
20 support numerosity); *Acuna v. S. Nev. T.B.A. Supply Co.*, 324 F.R.D. 367 (D. Nev. 2018) (holding
21 that a class of 259 employees satisfied numerosity); *Gonzalez v. Diamond Resorts Int’l Mktg., Inc.*,
22 No.: 2:18-cv-00979, 2020 WL 2114353 (D. Nev. May 1, 2020) (holding that a class of
23 approximately 45-50 vacation counselors satisfied numerosity). Moreover, joinder is also
24

25 ⁶⁹ Such minor refinement in class definition is permitted. *In re TFT-LCD (Flat Panel)*
26 *Antitrust Litig.*, 267 F.R.D. 583, 590 (N.D. Cal. 2010), amended in part, No. M 07-1827, 2011 WL
27 3268649 (N.D. Cal. July 28, 2011) (plaintiffs permitted to modify the class definition in the course
28 of briefing class certification, as the modifications were minor); *Abdeljalil v. Gen. Elec. Cap. Corp.*,
306 F.R.D. 303, 306 (S.D. Cal. 2015) (plaintiff permitted to propose class definition in motion for
class certification that was a narrower version of the definition included in the operative complaint).

1 impracticable here as the former herders have largely returned to their home countries. The dates of
2 employment listed, *see* WRA's Response to Interrogatory No. 2, Ex. 2, indicate that most of the
3 individuals listed are former employees, establishing that there is numerosity for the former herder
4 sub-class as well as the main class.

5 Additionally, the proposed class and sub-class definitions satisfy the implicit ascertainability
6 requirement as they are "precise, objective, and presently ascertainable, though the class need not be
7 so ascertainable that every potential member can be identified at the commencement of the action."
8 *Mazur v. eBay, Inc.*, 257 F.R.D. 563, 567 (N.D. Cal. 2009) (quotation marks and citation omitted).
9 This class and sub-class are both ascertainable as we already have clear documentation of H-2A
10 sheepherders who were employed by WRA in Nevada from May 2010 through December 2018, and
11 the remaining herders who worked 2019 through the present are identifiable from WRA's records
12 once this Court directs WRA to supplement their discovery responses.

13 2. Questions of Law and Fact Are Common to the Proposed Classes

14 Commonality is satisfied if "there are questions of law or fact common to the class." Fed. R.
15 Civ. P. 23(a)(2). Plaintiff can establish commonality by showing their claims are based on a
16 common question capable of class-wide resolution. *Stockwell v. San Francisco*, 749 F.3d 1107,
17 1112 (9th Cir. 2014). A common contention need not be one answered in favor of the class; the
18 question must only be capable of class-wide resolution. *Id.* Moreover, it is not necessary for all
19 questions of fact and law to be common in order to satisfy Rule 23. *Rodriguez v. Hayes*, 591 F.3d
20 1105, 1122 (9th Cir. 2010).

21 Here, commonality is satisfied because Plaintiff presents several common questions that can
22 be resolved with evidence common to the entire class. These include: (a) whether WRA is a joint
23 employer of the putative class members; (b) whether WRA is required to pay Nevada minimum
24 wage if it is higher than the AEW; (c) how many hours per week herders worked, which relates to
25 additional common questions, (d) whether sheepherders were *engaged to wait*⁷⁰ and entitled to

26 _____
27 ⁷⁰ See, e.g., *Skidmore v. Swift & Co.*, 323 U.S. 134, 136 (1944) (holding there is "no principle
28 of law found either in the statute or in Court decisions precludes waiting time from also being
working time"); *Armour & Co. v. Wantock*, 323 U.S. 126, 133 (1944) ("an employer, if he chooses,

1 compensation for their on call time; and (e) whether class members were paid less than minimum
2 wage, given the hours worked, and if so, what damages are owed?

3 These common questions can be answered with evidence common to the class. As described
4 above at II.B, all evidence going to WRA's exercise of control over the terms and conditions of
5 herders' employment is evidence that is common to the class, and is largely derived from the
6 testimony of WRA's current or former executive directors, and WRA documents. Further, as
7 discussed at II.C, *supra*, herders were all subject to identical contractual terms, including their job
8 responsibilities, the requirement to be on call 24/7, and the promise to pay state minimum wage
9 when it was higher than the AEW. Thus, the questions of whether WRA is required to pay Nevada
10 minimum wage, whether herders were engaged to wait, and how many hours they worked per week
11 can also be resolved for the class as a whole based on common evidence. Wage and hour disputes
12 like this are regularly found to satisfy commonality, *see, e.g., In re Wal-Mart Wage & Hour Emp.*
13 *Pracs. Litig.*, No. 2:06-CV-00225, 2008 WL 3179315, at *13 (D. Nev. June 20, 2008) (holding that
14 commonality was satisfied when the class of employees alleged common payroll policies that
15 emanated from the same home office); *Arredondo v. Delano Farms Co.*, 301 F.R.D. 493, 527 (E.D.
16 Cal. 2014) (farmworkers' allegation that they performed unpaid, unrecorded work before their
17 scheduled start time in harvest season presented common question).

18 3. Plaintiff's Claims Are Typical of the Proposed Classes' Claims

19 Typicality is satisfied here because "the claims or defenses of the representative parties are
20 typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). Typicality tests whether
21 other members have an injury similar to that of the named plaintiffs and whether other class
22 members "have been injured by the same course of conduct." *Hanon v. Dataproducts Corp.*, 976
23 F.2d 497, 508 (9th Cir. 1992); *see also Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168,
24 1175 (9th Cir. 2010) (named plaintiff's interests must align with those of the class). Under this

25
26 _____
27 may hire a man to do nothing, or to do nothing but wait for something to happen. Refraining from
28 other activity often is a factor of instant readiness to serve, and idleness plays a part in all
employments in a stand-by capacity. Readiness to serve may be hired, quite as much as service
itself, and time spent lying in wait for threats to the safety of the employer's property may be treated
by the parties as a benefit to the employer.").

1 “permissive” standard, representative claims are “typical” if they are “reasonably coextensive with
2 those of absent class members.” *Sandoval v. M1 Auto Collisions Ctrs.*, 309 F.R.D. 549, 568–69
3 (N.D. Cal. 2015).

4 Here, the named Plaintiff’s interests align with the interests of the other class members,
5 including the sub-class, because Mr. Cántaro Castillo and class members’ employment as
6 shepherders for WRA in Nevada was governed by the same contract, with the same job duties and
7 on call requirement. All make the same claims, and all will benefit by establishing that WRA was
8 their joint employer and was obliged to pay Nevada minimum wage for all hours worked, as that
9 results in pay that is higher than the AEWG that they received. All former herder class members,
10 like Plaintiff, have the same interest in establishing that WRA failed to pay the full minimum wage
11 due within three days of their end of employment, as that provides for additional damages, over and
12 above the unpaid minimum wages that is the claim pursued by the full class. Plaintiff is not “subject
13 to unique defenses which threaten to become the focus of the litigation.” *Hanon*, 976 F.2d at 508
14 (citation omitted). In sum, Plaintiff satisfies the typicality prong.

15 4. Adequacy of Representation is Satisfied

16 Adequacy is established where, as here, the named plaintiffs and counsel will fairly and
17 adequately protect the interests of the class. Specifically, neither Plaintiff nor counsel here have any
18 conflicts of interest with other class members and both will “act vigorously” on behalf of the class.
19 *Senne v. Kan. City Royals Baseball Corp.*, 315 F.R.D. 523, 569-70 (N.D. Cal. 2016), *aff’d in*
20 *relevant part*, 934 F.3d 918 (9th Cir. 2019); *see also Wal-Mart Wage & Hour*, 2008 WL 3179315 at
21 *14 (adequacy is satisfied when named representatives share identical interests with the class, have
22 no conflicts of interests with the class, they are ready willing and able to serve as class
23 representatives).

24 There are no conflicts between Plaintiff and the class here, as both have the same interest in
25 establishing their entitlement to be paid Nevada minimum wage for all hours worked, which is
26 higher than the wages they actually received, and which is also the essential element of the former
27 herder sub-class claims. Further, Mr. Cántaro Castillo and his lawyers in this case have
28 demonstrated that they will act vigorously on behalf of the entire class of plaintiff-shepherders to

1 resolve all issues presented in this matter, based on their efforts in the litigation to date. Mr. Cántaro
2 Castillo has demonstrated that he is willing and able to serve as a class representative by his
3 participation throughout this matter, including responding to discovery and sitting for two days of
4 deposition. Hood Decl. ¶ 10, Ex. 57. Further, Mr. Cántaro Castillo retained counsel with the
5 resources and expertise to prosecute this action vigorously on the class' behalf. Webber Decl. ¶¶ 4-
6 9, Ex. 56. Cohen Milstein Sellers & Toll PLLC has significant experience representing plaintiffs in
7 wage and hour collective and class actions, as do Towards Justice and Thierman Buck. *Id.*; Hood
8 Decl. ¶¶ 3-9, Ex. 57; Buck Decl. ¶¶ 2-7, Ex. 62. Collectively, counsel have completed substantial
9 work in investigating and litigating these claims. Plaintiff requests that their counsel be appointed to
10 represent the proposed class.

11 B. Certification Under Rule 23(b)(3) is Appropriate As Common Questions
12 Predominate, and a Class Action is Superior to Multiple Individual Actions

13 1. Common Questions, Resolvable With Common Evidence, Predominate

14 Predominance is met under Rule 23(b)(3) if the district court “finds that the questions of law
15 or fact common to class members predominate over any questions affecting only individual
16 members, and that a class action is superior to other available methods for fairly and efficiently
17 adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). This predominance inquiry turns on whether
18 “common questions present a significant aspect of the case and they can be resolved for all members
19 of the class in a single adjudication.” *True Health Chiropractic, Inc. v. McKesson Corp.*, 896 F.3d
20 923, 931 (9th Cir. 2018) (citation omitted). This is not a matter of the sheer number of common
21 questions, rather whether common “questions [are] apt to drive the resolution of the litigation[.]”
22 *Torres v. Mercer Canyons Inc.*, 835 F.3d 1125, 1134 (9th Cir. 2016) (citation omitted). Therefore, if
23 “one or more of the central issues in the action are common to the class and can be said to
24 predominate, the action may be considered proper under Rule 23(b)(3) even though other important
25 matters will have to be tried separately, such as damages or some affirmative defenses peculiar to
26 some individual class members.” *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016)
27 (citation omitted). A common question is one where “the same evidence will suffice for each
28 member to make a prima facie showing [or] the issue is susceptible to generalized, class-wide

1 proof.” *Bouaphakeo*, 577 U.S. at 453 (citation omitted). The Ninth Circuit has noted that in
2 employment cases challenging class-wide policies, it is rare that predominance is defeated, even if
3 there are some differences among employees. *Senne*, 934 F.3d at 938, 944. In particular, a policy of
4 paying a fixed salary regardless of the hours worked, like the circumstances presented here, has been
5 held to support predominance for claims of minimum wage violations. *Id.* at 944.

6 There are at least three questions which are common to the class and sub-class. Howsoever
7 the questions are resolved, the answers will be based on evidence that is common to the class, the
8 answers will apply to the entire class, and these questions will resolve central issues in dispute,
9 driving resolution of this entire litigation.⁷¹ Therefore, these questions predominate, and the class
10 and sub-class should be certified.

11 *a. Whether WRA is a joint employer presents a common question*

12 The first common question is whether WRA is a joint employer, along with its member
13 ranches, of the putative class members. In determining whether a defendant is a joint employer,
14 courts look at the “economic reality” of the relationship. *Bonnette v. Cal. Health & Welfare Agency*,
15 704 F.2d 1465, 1470 (9th Cir. 1983).⁷² Among the factors commonly considered in evaluating the
16 “economic reality” are power to hire and fire employees, control over the conditions of employment,
17 determination of the rate and method of payment, and maintenance of employment records.
18 *Bonnette*, 704 F.2d. at 1470; *Ruiz*, 949 F.Supp.2d at 1067-70. Ultimately the determination depends
19 upon the totality of the circumstances. *Rutherford Food Corp. v. McComb*, 331 U.S. 722, 730

20
21 ⁷¹ See *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1166 (9th Cir. 2014) (“Whether any of
22 these common questions are ultimately resolved in favor of either side is immaterial at this class
certification stage, where we determine whether any answer that the questions could produce will
drive resolution of the class’ claims.”)

23 ⁷² While Plaintiff’s claims are asserted under Nevada law, “the [Nevada State] Legislature
24 has long relied on the federal minimum wage law to lay a foundation of worker protections that
[Nevada] could build upon.” *Doe Dancer I v. La Fuente, Inc.*, 481 P.3d 860, 867 (Nev. 2021)
25 (quoting *Terry v. Sapphire Gentlemen’s Club*, 336 P.3d 951, 955 (Nev. 2014)). In the context of the
Nevada’s Minimum Wage Amendment, federal FLSA law carries even greater persuasive weight,
26 given that the relevant language of the MWA so closely mirrors the FLSA. *Id.* at 866-67; see also
Amazon.com, Inc. v. Integrity Staffing Sols., Inc., 905 F.3d 387, 398 (6th Cir. 2018) (stating that as a
27 general proposition, “when interpreting state provisions that have analogous federal counterparts,
Nevada courts look to federal law unless the state statutory language is ‘materially different’ from or
28 inconsistent with federal law”).

1 (1947). Whether or not WRA is a joint employer may be answered using common evidence, *see*
2 *supra* at II.B (WRA exercises power over hiring, firing, establishing conditions of employment,
3 compensation).⁷³ The ultimate determination will apply equally to each putative class member—
4 there are no allegations, for example, that WRA exercises different levels of control with regard to
5 some herders versus others. The determination of whether or not WRA is a joint employer will
6 determine whether WRA is liable for any failure to pay the wages owed to the putative class
7 members under their contracts. The answer to this question is “apt to drive the resolution of the
8 litigation,” *Torres*, 835 F.3d at 1134, and thus supports predominance. *See also Torres v. Air*
9 *Ground Servs., Inc.*, 300 F.R.D. 386, 402 (C.D. Cal. 2014) (determining defendant’s joint employer
10 status required investigation of common questions, and common questions predominated).

11 *b. Whether WRA is contractually obligated to pay Nevada’s minimum*
12 *wage when that is higher than the AEWL presents a common question*

13 The second common question is whether the contract created by H-2A regulations requires
14 Defendant to pay herders pursuant to the Nevada Minimum Wage State Constitutional Amendment.
15 Each putative class member has an essentially identical contract with WRA. *Supra* at 10-11. Under
16 their contracts, the putative class members are owed the highest wage among the AEWL, federal or
17 state minimum wage. As Nevada’s constitutional state minimum wage has no agricultural
18 exemption, Plaintiff contends the putative class is entitled to the payment of Nevada Minimum
19 Wage for all hours worked.⁷⁴ This common question certainly represents a significant aspect of the
20 case, which can be resolved in a single adjudication as to every member of the class, thus meeting

21 ⁷³ WRA also maintains records of employment, specifically a “herder file” for each herder.
22 which includes a herder’s visa application(s) and contract(s), as well as travel receipts and other
paperwork. Youree Dep. at 265:11-10, Ex. 4.

23 ⁷⁴ The Nevada Minimum Wage Amendment sets two separate rates, dependent on whether
24 the employer makes qualifying health benefits (health insurance) available to the employee. Nev.
25 Const. 15, § 16. From the beginning of the proposed class period through June 30, 2010, the Nevada
26 minimum wage was \$6.55 (with health insurance) and \$7.55 (without health insurance). 2009
27 Annual Minimum Wage Bulletin, Ex. 58. From July 1, 2010 – June 30, 2020, the Nevada minimum
28 wage was \$7.25 (with health insurance) and \$8.25 (without health insurance). *See* 2010 Annual
Minimum Wage Bulletin, Ex. 59; 2019 Annual Minimum Wage Bulletin, Ex. 60. On July 1, 2020, it
was \$8.00 (with health insurance) and \$9.00 (without health insurance). 2020 Annual Minimum
Wage Bulletin, Ex. 61. On July 1, 2021, it raised to \$8.75 (with health insurance) and \$9.75
(without health insurance). *Id.* The wage will raise again in 2022, 2023, and 2024. *Id.*

1 the predominance requirement. *True Health*, 896 F.3d at 931.⁷⁵

2 c. *The hours worked by herders present common questions*

3 The third common question is how many hours the herders worked. Plaintiff contends that in
4 addition to the many hours of active labor required of herders, that the requirement to be on call at
5 all other times, 24/7, combined with the other circumstances of their employment in which they were
6 stationed “on the range,” in remote areas for the entirety of their employment, means that the
7 proposed class members were “engaged to wait” and thus all herders are entitled to minimum wage
8 for each hour of each day they worked, with the possible exception of their sleep time.⁷⁶ Resolution
9 of whether herders were “engaged to wait” and are thus due compensation for such hours can be
10 made based upon common evidence. The putative class members have substantially similar job
11 duties and the same expectation that they be on call 24 hours a day, seven days a week, *supra* at
12 II.C.1 and nn.56-57, and each herder operated under similar conditions which severely restricted
13 what they could do when not actively engaged with the sheep, *supra* at II.C.2-3. Such common facts
14 mean the question of whether herders were engaged to wait will be answered the same way for the
15 entire class. *See In re Wells Fargo Home Mortg. Overtime Pay Litig.*, 571 F.3d 953, 958 (9th Cir.
16 2009) (“courts have long found that comprehensive uniform policies detailing job duties and
17 responsibilities of employees carry great weight for certification purposes”) (citation omitted).

18 The Supreme Court has held that the time spent waiting at the disposal of the employer,
19 ready to respond as needed – that is, when an employee has been “engaged to wait” – is
20 compensable time. *See Armour & Co. v. Wantock*, 323 U.S. 126, 133 (1944) (“time spent lying in
21 wait for threats to the safety of the employers’ property may be treated as a benefit to the employer”
22 and thus compensable time); *see also Skidmore*, 323 U.S. at 139 (“even though [on call or waiting

23
24 ⁷⁵ This Court has already indicated that the H-2A contracts do obligate employers to pay Nevada’s minimum wage where it is higher than the AEWR. Dkt. 107 at 11-12.

25 ⁷⁶ While the Ninth Circuit has held that even sleep time is compensable for on call workers
26 required to remain on the employer’s premises while on call, *Genera. Electric Co. v. Porter*, 208
27 F.2d 805, 815 (9th Cir. 1953), more commonly courts have held that since the worker would spend 8
28 hours on sleep whether on duty or not, whether on the employer’s premises or not, so that as long as
reasonable facilities were provided for the worker to sleep, and the sleep was not regularly
interrupted, that sleep time is excluded from compensable hours. *See, e.g., Skidmore*, 323 U.S. at
134.

1 time was] pleurably spent,” there was no evidence that “it was spent in the ways the men would
2 have chosen had they been free to do so”). DOL regulations regarding the compensability of on call
3 time hold that “[a]n employee who is required to remain on call on the employer’s premises or so
4 close thereto that he cannot use the time effectively for his own purposes is working while ‘on call.’”
5 29 C.F.R. § 785.17. Courts in the Ninth Circuit rely on two predominant factors in determining
6 whether an employee has been “engaged to wait”: (1) “the degree to which the employee is free to
7 engage in personal activities, and (2) the agreements between the parties.” *Berry v. Cnty. Of*
8 *Sonoma*, 30 F.3d 1174, 1180 (9th Cir. 1994) (citation omitted). In evaluating the workers freedom
9 to engage in personal activities, courts in this circuit look to several factors:

10 (1) whether there was an on-premises living requirement; (2) whether there were
11 excessive geographical restrictions on employee's movements; (3) whether the
12 frequency of calls was unduly restrictive; (4) whether a fixed time limit for response
13 was unduly restrictive; (5) whether the on-call employee could easily trade on-call
14 responsibilities; (6) whether use of a pager could ease restrictions; and (7) whether
15 the employee had actually engaged in personal activities during call-in time.

16 *Owens v. Loc. No. 169, Ass'n of W. Pulp & Paper Workers*, 971 F.2d 347, 351 (9th Cir. 1992), as
17 amended (Aug. 18, 1992). The evidence relevant to each of these factors is substantially similar
18 across all the herders in the putative class, and can be established using common evidence. This is
19 so based on the similarities in contracts and job descriptions as established by WRA, as well as the
20 reality of the herder’s work both at the ranch and on the range. *Supra* at II.C.

21 Further, the limitations on herders’ ability to leave their assigned locations can be
22 corroborated by Dr. Petersen’s survey, which includes inquiries such as:

- 23 • Ever leave flock and do personal activity for an hour or more? How frequently did
24 this happen?
- 25 • Did you every [sic] leave the flock and do the following? How frequently did this
26 happen?
 - 27 ○ Go into town
 - 28 ○ Go to a restaurant
 - Go to a store
 - None of the above

29 Petersen Report at Table 3, Ex. 55. Dr. Petersen also inquired about the frequency with which
30 herders’ personal activities were interrupted by herder duties, to further establish the degree to which
31 herders were free to engage in personal activities without interruption:

- 32 • If hear disturbance when sleeping, did you wake up and check on the sheep? How
33 frequently did this happen?

- If hear disturbance when eating, bathing or resting; did you stop what you were doing and check on the sheep? How frequently did this happen?
- Always responsible for the sheep regardless of what you were doing?

Id.

The second factor, regarding the agreements between the parties, can also be resolved on a class-wide basis. As noted above at 10-11, the agreements were identical, all outlined the expectation that herders would be “on call for up to 24 hours per day, seven days per week,” and all listed a monthly salary which encompassed all work, rather than being linked to only certain hours deemed compensable. Such agreements have been found to indicate that compensation is due for waiting time. *Skidmore*, 323 U.S. at 135, 137 (firefighters paid weekly salaries for mix of regular duties and on call time; in evaluating agreements to help determine if waiting time was work, court should consider whether compensation covers both waiting and tasks, or only tasks); *Brigham v. Eugene Water & Elec. Bd.*, 357 F.3d 931, 933-34, 939 (9th Cir. 2004) (agreement specified 10 hours of pay for a 24 hour shift which included 6 hours of active duty, with remaining hours on call, establishing that on call time was considered work, since there was at least some compensation for it); *Porter*, 208 F.2d at 815 (“payment of the monthly wage without indicating that the compensation was for only sixteen of the twenty-four hours spent at the fire station indicates a belief on the part of General Electric that it employed the firemen for the full twenty-four hour shift”).⁷⁷ Therefore, the question of whether the herders were engaged to wait can be resolved on a class-wide basis. Moreover, if the question is resolved favorably for the herders, this would also resolve the question of the total number of hours worked.

Even if the “engaged to wait” question were resolved against Plaintiffs, the number of hours actively worked by herders can be established with evidence common to the class as a whole. Where, as here, an employer does not keep records of hours worked,⁷⁸ then workers may present “sufficient evidence to show the amount and extent of that work as a matter of just and reasonable

⁷⁷ Even where an agreement is explicit that the parties do not consider waiting time to be compensable, courts must still consider whether that agreement is reasonable. That is done based on the same factors as used to evaluate the degree to which employees are free to engage in personal activities. *See Brigham*, 357 F.3d at 941.

⁷⁸ Neither WRA nor member ranches tracked hours worked. *Supra* at n.45.

1 inference,” and employers may not complain about the lack of precision or benefit from their lack of
2 records. *Anderson v. Mt. Clemens Pottery Co*, 328 U.S. 680, 687-88 (1946); *Senne*, 934 F.3d at 939,
3 n.16. Rather, once a just and reasonable estimate of hours worked has been presented, the burden
4 “shifts to the employer to come forward with evidence of the precise amount of work performed or
5 with evidence to negative the reasonableness of the inference to be drawn from the employee’s
6 evidence.” *Mt. Clemens*, 328 U.S. at 687-88. If an employer fails to rebut the employee’s evidence,
7 damages are awarded to the employee “even though the result be only approximate.” *Id.* at 688.
8 Where hours worked were not recorded, employees are permitted to estimate hours worked via
9 representative proof from a sample, such as a survey or statistical study. *Bouaphakeo*, 577 U.S. at
10 455 (“In many cases, a representative sample is ‘the only practicable means to collect and present
11 relevant data’ establishing a defendant’s liability.”) (quoting Manual of Complex Litigation §
12 11.493, p. 102 (4th ed. 2004)); *McLaughlin v. Ho Fat Seto*, 850 F.2d 586, 589 (9th Cir. 1988) (back
13 wages may be awarded based on representative testimony). The Supreme Court in *Bouaphakeo* held
14 that if the representative sample introduced were admissible and “could have sustained a reasonable
15 jury finding as to hours worked in each employee’s individual action, that sample is a permissible
16 means of establishing the employees’ hours worked in a class action.” *Id.* See also *Guifu Li*, 2012
17 WL 2236752, at *13 (damages were established based on “reasonable inferences provided by a
18 representative sample,” specifically a survey of class members performed by Plaintiff’s proposed
19 expert, Dr. Petersen); *Senne*, 934 F.3d at 945 (affirming the predominance finding for one of the sub-
20 classes, where a survey and other representative evidence could demonstrate hours worked).

21 Plaintiff’s expert’s initial survey, utilizing the names and contact information of WRA
22 herders who worked between 2010 and December 31, 2018 serves the very purpose contemplated in
23 *Bouaphakeo*. Dr. Petersen’s pilot survey established the feasibility of a survey that will address
24 common questions in this litigation, permitting resolution of common questions based upon common
25 evidence. While that provides an appropriate basis for class certification, as noted above at n.67, the
26 artificial limit on which herders’ contact information was provided meant that Plaintiff largely
27 received contact information that was out of date, limiting the number of herders surveyed to date.
28 To permit completion of the survey to provide full evidence for trial of this matter, Plaintiff requests

1 this Court require WRA to produce the names and contact information of herders who worked from
2 January 1, 2019 to the present. The inclusion of more survey respondents will allow Dr. Petersen to
3 generate a larger representative sample to more accurately represent the entire class. Thus, just as in
4 *Bouaphakeo* and *Senne*, hours worked presents a common question for both the class and sub-class.

5 Using Dr. Petersen's survey to calculate hours worked, Plaintiff's damages expert, Dr.
6 Steward, will be able to resolve the matter of the difference between wages paid and wages owed on
7 a class-wide basis. Steward Report ¶ 11, Ex. 54. Records produced by WRA and the member
8 ranches reflect the actual wages paid to each putative class member.⁷⁹ For ranches which operate in
9 more than one state, records from WRA and member ranches also identify time spent in Nevada,
10 where Nevada Minimum Wage applies, as opposed to other states such as California. Steward
11 Report ¶ 20, Ex. 54. Other variations, such as potential for increased duties and hours worked
12 during lambing season, can also be accounted for on a class-wide basis utilizing (1) Dr. Petersen's
13 data regarding hours worked during this time and (2) records from the individual ranches indicating
14 how many weeks are spent lambing for that particular ranch. Steward Report ¶ 21, Ex. 54. As Dr.
15 Steward concludes in his report, calculating the ultimate difference between actual wages paid and
16 the wages owed according to the Nevada Constitution's Minimum Wage Amendment on a class-
17 wide basis is a simple matter of subtraction. *See, e.g.*, Steward Report ¶ 27, Ex. 54.

18 2. A Class Action is Superior to Multiple Individual Actions, and Proceedings
19 Will Be Manageable Given Reliance on Common Evidence

20 Rule 23(b)(3) requires that a class action be "superior to other available methods for fairly
21 and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). This inquiry is primarily
22 concerned with judicial economy. *Wolin*, 617 F.3d at 1176. Here, judicial economy is best served
23 by certification, as WRA retains the vast majority of the information to be utilized in this litigation,
24

25 ⁷⁹ Dr. Steward's Report sets out a detailed description of the relative reliability of the various
26 records and testimony from WRA and the member ranches, including payroll records, member
27 surveys, 790s, deposition testimony, and interrogatory responses. Steward Report ¶¶ 12-14, 16, Ex.
28 54. Dr. Steward also notes that some herders were paid bonuses. *Id.* at ¶ 15. Whether these bonuses
count toward the proper payment of minimum wage is a legal determination (yet another common
question), and "[a]ny calculation of a herder's pay could be adjusted to include such bonuses as the
court may direct me." *Id.*

1 and relevant information retained by individual member ranches has already been obtained by
2 Plaintiff on behalf of the putative class. *See Tyus v. Wendy's of Las Vegas, Inc.*, 407 F.Supp.3d
3 1088, 1102 (D. Nev. 2019) (because much of the evidence would rely on the same payroll records,
4 computer systems, insurance benefits, and testimony, “the class mechanism preserves resources of
5 the Court and parties” and superiority is satisfied).

6 To evaluate superiority, Rule 23(b)(3) provides a non-exhaustive list of factors for courts to
7 consider: “(A) the class members’ interests in individually controlling the prosecution or defense of
8 separate actions; (B) the extent and nature of any litigation concerning the controversy already begun
9 by or against class members; (C) the desirability or undesirability of concentrating the litigation of
10 the claims in the particular forum; and (D) the likely difficulties in managing a class action.” Fed. R.
11 Civ. P. 23(b)(3).

12 As to the first factor, a class action is clearly the superior method because every putative
13 class and sub-class member is a foreign national, most of whom have returned to their home
14 countries and are therefore highly unlikely to bring an individual suit in the United States. *See, e.g.,*
15 *Takiguchi v. MRI Int’l, Inc.*, No. 2:13-cv-01183, 2016 WL 1091090, at *12 (D. Nev. Mar. 21, 2016)
16 (finding that the burden on foreign plaintiffs in bringing individual actions outweighed any interest
17 plaintiffs may have in individually controlling the litigation). The second factor is a non-issue, as
18 Plaintiff is unaware of any other actions pursuing these claims. As to the third factor, as this case
19 hinges on the applicability of the Nevada State Constitutional Minimum Wage Amendment, and
20 concerns only conduct arising in Nevada, it is highly desirable for the case to be litigated in the
21 District of Nevada. The final factor considers whether the potential complexities of a class action
22 will outweigh the benefits of certification. *See Zinser v. Accufix Rsch. Inst., Inc.*, 253 F.3d 1180,
23 1192 (9th Cir. 2001). “If each class member has to litigate numerous and substantial separate issues
24 to establish his or her right to recover individually, a class action is not ‘superior.’” *Id.* However,
25 there are very few, if any, individual issues here. Even damages can be determined on a class-wide
26 basis, using common evidence, as Plaintiff’s damages expert, Dr. Steward, has opined. Steward
27 Report ¶¶ 11, 23, 25, Ex. 54. Furthermore, “the presence of individualized damages cannot, by
28 itself, defeat class certification under Rule 23(b)(3),” *Leyva v. Medline Indus. Inc.*, 716 F.3d 510,

1 514 (9th Cir. 2013), and where, as here, there is a survey applicable to the class, the determination of
2 each individual's damages is a standardized affair. Nor does the presence of individualized *defenses*
3 to damages defeat certification: "Reliance on [the expert's] study did not deprive petitioner of its
4 ability to litigate individual defenses...petitioner's primary defense was to show that [the expert's]
5 study was unrepresentative or inaccurate. That defense is itself common to the claims made by all
6 class members." *Bouaphakeo*, 577 U.S. at 457. A review of these four factors clearly demonstrates
7 that superiority is satisfied in this case.

8 3. Plaintiff Proposes a Straightforward Trial Plan

9 Plaintiff, on behalf of the putative class, proposes a manageable trial plan in which he will
10 present evidence through the documents and testimony provided by Defendant WRA and its member
11 ranches about WRA's joint employment status, as well as herder duties, and terms and conditions of
12 employment. Testimony from Plaintiff Cántaro Castillo and from other putative class members may
13 corroborate this evidence, but the questions of liability and damages largely do not turn on herders'
14 individual experiences. The survey conducted by Plaintiff's expert, Dr. Petersen, will provide
15 adequate evidence from which to make determinations about the hours worked by herders.
16 Similarly, Plaintiff's expert, Dr. Steward, has made clear that his class-wide calculation of damages,
17 utilizing the results of Dr. Petersen's survey and records produced in this case is a simple matter.
18 Steward Report ¶¶ 11, 23, 25, Ex. 54.

19 C. Alternatively, the Court May Certify a Rule 23(c)(4) Liability Class

20 While, for the reasons set forth above, Plaintiff contends Rule 23(b)(3) requirements are fully
21 satisfied here, if the Court has any concern that any issues, such as damages, will require
22 individualized proceedings, a class may still be certified. Pursuant to Rule 23(c)(4), the Court may
23 choose to certify selected issues for class-wide resolution. In this case, the Court could certify the
24 issue of liability, while leaving open the question of individualized damages. *See Comcast Corp. v.*
25 *Behrend*, 569 U.S. 27, 41 n.* (2013) ("[A] class may be certified for liability purposes only, leaving
26 individual damages calculations to subsequent proceedings."). The question of liability in this case
27 would subsume the common questions of whether WRA is a joint employer and whether the wages
28 owed to the putative class are dictated by the Nevada Constitution Minimum Wage Amendment,

1 each of which may be decided on a class-wide basis using common evidence. Certification of the
2 liability issue in this case would certainly “materially advance[] the disposition of the litigation as a
3 whole.” *Rahman v. Mott’s LLP*, 693 Fed. App’x 578, 579 (9th Cir. 2017) (quotation marks omitted).
4 Therefore, if the Court does not find that the requirements of 23(a) and 23(b)(3) have been met here,
5 it may still advance this litigation efficiently through issue certification.

6 **IV. CONCLUSION**

7 For the foregoing reasons, this Court should grant Plaintiff’s motion for class certification.

8
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CERTIFICATE OF SERVICE

I hereby certify that on October 29, 2021, a true and correct copy of the foregoing was served via the United States District Court CM/ECF system on all parties or persons requiring notice.

By: /s/ Christine E. Webber
Christine E. Webber

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ABEL CANTARO CASTILLO on behalf of himself
and those similarly situated,

Plaintiff,

vs.

WESTERN RANGE ASSOCIATION
Defendant.

CASE NO. 3:16-cv-00237-RCJ-CLB

EXHIBIT LIST

Ex. No.

Exhibit

- | | |
|---|---|
| 1 | Excerpts from the Deposition of Abel Cántaro Castillo, June 24-25, 2020 |
| 2 | WRA's 28th & 29th Supplemental Responses to Interrogatory No. 2 |

- 3 Declaration of Pamela Macker, Oct. 29, 2021
- 4 Excerpts from the Deposition of Monica Youree, Aug. 11, 2020
- 5 Excerpts from the Deposition of Dennis Richins, Nov. 6-7, 2012, Ruiz v. Fernandez,
No. CV-11-3088 (E.D.Wash.)
- 6 James S. Holt, Ph.D., The Open Range Sheep Industry ("Holt Report"), Oct. 3, 2000,
WRA001030-1054, Confidential (Filed Under Seal)
- 7 MPAS/WRA Comments re: Notice of Proposed Rulemaking, June 1, 2015,
WRA000881-920
- 8 Public Hearing, CA Dept. of Industrial Relations, Testimony of James S. Holt, Ph.D.,
Oct. 3, 2000, P000030-39
- 9 WRA New Member Package, July 18, 2019, WRA001000-1029
- 10 DOL Wage & Hour Div., Notice of Determination, March 4, 2016, WRA003497-499,
Confidential (Filed Under Seal)
- 11 WRA Board of Director Meeting Agenda, Jan. 28, 2015, WRA003157-158,
Confidential (Filed Under Seal)
- 12 WRA Email Request re: CA Housing Inspections, July 15, 2015, WRA000399
- 13 WRA Letter to U.S. Dept. of Homeland Security, WRA000266, Confidential
(Filed Under Seal)
- 14 Emails between Lane Jensen, WRA & Jose Calle, Evaluator, March 3 & 15, 2016,
WRA000573-575, Confidential (Filed Under Seal)
- 15 WRA Board of Director Meeting Agenda, Jan. 22-23, 2020, WRA003225-227,
Confidential (Filed Under Seal)
- 16 Pre-Employment Notice, WRA000012-13, Confidential (Filed Under Seal)
- 17 Pre-Employment Notices, 2011 (WRA015720), 2012 (WRA011465), 2013
(WRA012272), 2014 (WRA011285), 2015 (WRA011373)
- 18 WRA Letter re: Workers Compensation, Jan. 11, 2013, ETS0130
- 19 Attachment to Form ETA-790 & Form ETA-9142A, WRA000312-314
- 20 WRA Letter to Members re: 1/23/2014 Board Meeting, Feb. 12, 2014, ETS0115-116
- 21 WRA Letter re: Adjustments on Billing Statement, Feb. 9, 2015, ETS0107
- 22 WRA Letter to Member Ranches re: Travel Subsistence, Oct. 27, 2010, WRA000295
- 23 Excerpts from the Deposition of Ted Borda, Aug. 20, 2021
- 24 Excerpts from the Deposition of Hank Dufurrena, Aug. 6, 2021
- 25 Excerpts from the Deposition of Nicholas Etcheverry, July 12, 2021

1 26 Declaration of Rick Powers, March 15, 2021
2 27 Excerpts from the Deposition of Pauline Inchauspe, June 14, 2021
3 28 Excerpts from the Deposition of John Espil, July 16, 2021
4 29 Excerpts from the Deposition of Sierra Knudsen, Feb. 1, 2021
5 30 Excerpts from the Deposition of Gary Snow, Aug. 9, 2021
6 31 Excerpts from the Deposition of Henry Vogler IV, June 1, 2021
7 32 Excerpts from the Deposition of Ira Wines, June 2, 2021
8 33 Excerpts from the Deposition of Kerri Wright, April 30, 2021
9 34 Declaration of Melchor Gragirena, Dec. 28, 2020
10 35 Declaration of Connie Olagaray, April 2, 2021
11 36 Declaration of John Estill, March 15, 2021
12 37 DOL Wage & Hour Div., Enhanced Compliance Agmt., Oct. 26, 2018,
13 WRA003281-296, Confidential (Filed Under Seal)
14 38 H-2A Program Special Procedures re: Transfer of Workers, WRA000784-800
15 39 Advisory: Training & Employment Guidance Letter No. 32-10, June 14, 2011,
16 WRA000801-815
17 40 ETA Forms 9142 & 9142A, WRA008323-8337, WRA009973-9986
18 41 I-129, Petition for a Nonimmigrant Worker, WRA010890-10906
19 42 Excerpts from the Deposition of Tom Filbin, Aug. 24, 2021
20 43 Excerpts from the Deposition of Kristofor Leinassar, Aug. 26, 2021
21 44 Declaration of Bonnie Little, April 13, 2021
22 45 Declaration of Ted Borda, March 15, 2021
23 46 Declaration of Nick Etcheverry, March 15, 2021
24 47 Declaration of Aulene Ratliff, March 15, 2021
25 48 Declaration of Kristofor Leinsassar, June 10, 2021
26 49 Declaration of Pauline Inchauspe, March 15, 2021
27 50 Declaration of Hank Vogler IV, March 15, 2021
28 51 Member Surveys
29 52 Excerpts from the Deposition of Bonnie Little, July 8, 2021

- 1 53 Declaration of Hank Dufurrena, March 15, 2021
- 2 54 Declaration of Dr. Dwight Steward ("Steward Report"), Aug. 13, 2021
- 3 55 Dr. Jeffrey Peterson, Survey Expert Report for Class Certification ("Petersen Report"),
4 June 25, 2021
- 5 56 Declaration of Christine Webber, Oct. 29, 2021
- 6 57 Declaration of Alex Hood, Oct. 26, 2021
- 7 58 2009 Annual Minimum Wage Bulletin
- 8 59 2010 Annual Minimum Wage Bulletin
- 9 60 2019 Annual Minimum Wage Bulletin
- 10 61 2020 Annual Minimum Wage Bulletin
- 11 62 Declaration of Joshua Buck, Oct. 26, 2021
- 12 63 Forms 790, WRA008338-8343, P000649-657
- 13 64. Shepherder Employment Agreement, WRA000004-11 Confidential
14 (Filed Under Seal)
- 15
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EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

-oOo-

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

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

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 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 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 shepherders
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 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 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 A No. No. My brother was in Ely, Nevada, now
2 that I remember.

3 Q So you were never in the same place at the same
4 time?

5 A No.

6 Q Okay. I'm not asking these questions the right
7 way, so I'm going to be a lot more careful.

8 You indicated that you came to work at El Tejon
9 through your brother.

10 A Yes.

11 Q What was the process you went through from the
12 time you were in Peru to the time you started work at
13 El Tejon in 2007?

14 A I began to do the paperwork, the process from
15 Huancayo at the office. That's where you do the
16 paperwork, the process, the medicine, the medical part
17 and payments and visa payments, like that. Then -- then
18 the interview at the embassy, and then afterwards you
19 leave -- then you leave for work to California.

20 Q So from the time that you heard about the job
21 from your brother until the time that you arrived at the
22 El Tejon Ranch, how much time went by?

23 A Fifteen days.

24 Q What is your date of birth?

25 A 26 of October, 1968.

1 A No.

2 Q Other than the 2012 accident, have you had any
3 other accidents or injuries while you were working at
4 El Tejon?

5 A Yes.

6 Q How many?

7 A In 2014, in May, I had my gums infected. My
8 face was swollen, and there I asked for pills to the
9 field person, and the boss did not listen to me, did not
10 help me, not one pill.

11 Q In 2014 when your gums were infected, did you
12 ask anyone at El Tejon to take you to a dentist?

13 A Yes.

14 Q Who did you ask?

15 A The field person, Ricardo Yauri.

16 Q What did he tell you?

17 A He told me that "I'm going to speak to the
18 boss."

19 And I told him, "I also called the boss, and
20 the boss told me to wait. The field person will have to
21 take you," but they never -- but I was never taken to the
22 doctor. They didn't bring me not one pill.

23 Q Now, I believe that you worked at El Tejon
24 until May 6th; is that correct?

25 A June. Until the 10th of June in 2014.

1 A He helped me when I gave him my money so he
2 could help me get the ticket, and he helped me get the
3 ticket.

4 Q Why did you need his help?

5 A Because I'm not familiar with that. It's
6 unknown to me. I don't know English. That's why I asked
7 him for help.

8 Q But you don't remember who he was?

9 A No, I do not.

10 Q Besides the spouse that you identified who
11 lives with you in Huancayo, have you had any other
12 spouses?

13 A No. No. No.

14 Q Do you know who Jose Calle is?

15 THE INTERPRETER: I didn't get. Calle?

16 MS. WINOGRAD: Calle.

17 THE WITNESS: Jose Calle, yes.

18 BY MS. WINOGRAD:

19 Q Who is he?

20 A This man is -- he contracts men with Western
21 Range. They do the paperwork. This man, Jose Luis,
22 interviews us so that -- so we can leave, so we can be
23 shepherders.

24 Q Did you ever meet with him?

25 A In the United States.

1 Q Did you ever meet with Mr. Calle?

2 A Yes. When I went to an interview.

3 Q An interview where?

4 A In Lima, Peru.

5 Q At the consulate?

6 A No. It's another office. From there we were
7 sent to the embassy, and then from the embassy we are
8 given the document so that we can -- there's also an
9 interview there, and we're -- so there we're approved
10 that we are to leave United States to be sheepherders.
11 Some do not get approved at the interview. They also
12 incur expenses. Each person incurs expenses.

13 Q So I understand, the embassy you went to was to
14 obtain your Peruvian passport; correct?

15 A Yes. Correct.

16 Q And it was a Peruvian passport; correct?

17 A Peruvian, yes.

18 Q And the consulate that you went to was the
19 United States Consulate; correct?

20 A Yes.

21 Q Which interview did you have to have?

22 THE INTERPRETER: Did you have to -- Ellen, can
23 you finish that? Which interview did you have to --

24 BY MS. WINOGRAD:

25 Q -- have?

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

-oOo-

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

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

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 II

Thursday, June 25, 2020

Reno, Nevada

Job No. 633096

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

1 MS. WINOGRAD: Duly noted, and these are things
2 that we raise later, but I'm going to go ahead and see if
3 he can answer it.

4 THE WITNESS: I have always worked the
5 24 hours.

6 BY MS. WINOGRAD:

7 Q Every single day?

8 A Every day. Every day, yes.

9 Q While you were at El Tejon, did you work while
10 you were sleeping?

11 A Moments I would work, I would sleep little.
12 Every day I was on guard with the sheep.

13 Q Okay. I am asking these questions as yes-or-no
14 questions so that we can get through this faster. I will
15 repeat my question.

16 While you were sleeping at El Tejon, were you
17 working?

18 MR. HOOD: Objection. Form.

19 You can answer.

20 THE WITNESS: Yes.

21 BY MS. WINOGRAD:

22 Q When you were eating meals as an employee of
23 El Tejon, were you working?

24 A Yes.

25 Q Did you ever have days off while you were

1 working at El Tejon?

2 MR. HOOD: Objection. Form.

3 You can answer.

4 THE WITNESS: No.

5 BY MS. WINOGRAD:

6 Q Did you ever go into town with other herders to
7 do shopping?

8 A No.

9 Q You testified yesterday that you established a
10 Facebook account while you were working at El Tejon; is
11 that correct?

12 A Yes.

13 Q At the time you were establishing your Facebook
14 account, were you working?

15 A Yes.

16 Q Did you ever check your Facebook account while
17 you were at El Tejon?

18 A Yes, a few minutes. Not much.

19 Q Did you communicate with your family in Peru
20 while you were working as an employee of El Tejon using
21 WhatsApp?

22 A No. On the phone I would call for a few
23 minutes at night --

24 Q While you --

25 A -- while I dined, while I was having dinner.

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 3, PART 2

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WESTERN RANGE ASSOCIATION

EXHIBIT 2

CONFIDENTIAL*

*Pursuant to the Stipulation Between the Parties and Court Order [Docs #217, 219, 220], production of the attached should not constitute any waiver of attorney work-product privilege.

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11 *Attorneys for Western Range Association*

12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE DISTRICT OF NEVADA**

14 ABEL CÁNTARO CASTILLO; ALCIDES
15 INGA RAMOS; RAFAEL DE LA CRUZ
16 and those similarly situated,

17 Plaintiff,

18 vs.

19 WESTERN RANGE ASSOCIATION;
20 MELCHOR GRAGIRENA; EL TEJON
21 SHEEP COMPANY; MOUNTAIN PLAINS
22 AGRICULTURAL SERVICE; and ESTILL
23 RANCHES, LLC

24 Defendants.

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

**WESTERN RANGE ASSOCIATION'S
TWENTY-EIGHTH SUPPLEMENTAL
RESPONSE TO PLAINTIFF'S
SECOND SET OF
INTERROGATORIES**

25 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, WESTERN
26 RANGE ASSOCIATION ("Western Range") supplements its prior responses to Plaintiffs'
27 Second Set of Interrogatories as follows:

GENERAL OBJECTIONS

28 These general objections and caveats are applicable to the request as though set
forth in full. This response is made solely for the purpose of this action and is subject to
the Stipulated Discovery Order issued on March 2, 2020.

1. This response contained herein is based upon information presently known
and ascertained by Western Range. However, Western Range has not yet completed

1 discovery, or even completed all necessary documents review for the extensive,
2 overbroad and burdensome discovery sought. The response herein is therefore made in
3 a good faith effort to supply as much factual information and documentation available.
4 The response herein is made without prejudice to producing and utilizing subsequently
5 obtained discovery or recalled documents or information, including discovery from other
6 parties herein, past and current. Western Range reserves the right to amend, add to,
7 delete from, or in any other manner modify the response after it has completed its
8 discovery and investigation and has ascertained all relevant facts and documents.

9 2. Western Range further objects to the timeframe of Plaintiffs' proposed
10 discovery as overbroad. Plaintiffs' requested timeframe covered by the Plaintiff's
11 discovery request is from 2010 through the present. Federal and State record retention
12 regulations and statutes pertaining to labor and H-2A record keeping require record
13 retention, in most cases, for two or three years. Western Range may not necessarily
14 maintain herder employment records except as required by state and federal statutes
15 governed, *inter alia*, by 20 CFR §§ 655.167, 655.760, and 655.1319. Western Range has
16 complied with federal and state law in all regards to record retention. Once served with
17 the instant lawsuit, however, no Western Range documents were destroyed and Western
18 Range has engaged in no evidence spoliation.

19 3. Western Range reserves the right to make any and all evidentiary
20 objections to the introduction of any of the response and/or documents into evidence at
21 trial.

22 4. Western Range further objects to the discovery request to due extent that it
23 is unduly burdensome, compound, oppressive, intrusive of the privacy rights of non-party
24 persons and entities, including, but not limited to herders and members.

25 5. Western Range further objects to the unspecified geographic scope of this
26 discovery request, as the instant matter involves only herders who performed services
27 pursuant to their H-2A visas within Nevada from 2010-2016 and the suit pertains to the
28 purported applicability of Nevada's Minimum Wage Amendment. Western Range further

1 objects to the discovery sought on the grounds that the information requested is
2 overboard, the sole Plaintiff herein voluntarily terminated his employment (partially
3 located in Nevada) without notice and he thereafter remained within the United States,
4 out-of-visa status, until at least 2016.

5 6. Western Range further objects to the discovery sought on the grounds that
6 the regulatory and statutory changes, varying Department of Labor directives, differences
7 between and among States laws, changes in Federal regulations, and varying Court
8 interpretations thereof have occurred during the applicable timeframe, that are outside
9 the geographic and temporal scope.

10 7. Western Range incorporates all previous objections by reference as if set
11 forth in full herein.

12 **TWENTY-EIGHTH SUPPLEMENTAL RESPONSE TO PLAINTIFF'S SECOND**
13 **REQUEST FOR INTERROGATORIES**

14 **INTERROGATORY NO. 2:**

15 For the time period from May 3, 2010, through the present, identify every herder
16 WRA has arranged to work in the US under H2-A visa, if the herder was, at any time,
17 assigned to ranch in Nevada, or if the herder was, at any time, assigned to a ranch in
18 California where herders spent part of the year in Nevada, where "identify" means to
19 provide:

- 20 (a) Full name;
- 21 (b) Any available addresses, including home addresses outside the US;
- 22 (c) Any available telephone numbers or email addresses;
- 23 (d) Beginning and end dates for each contract or certification;
- 24 (e) Dates of any leave taken from work to return to home country;
- 25 (f) If the herder left before end of contract, the date of departure, and whether
- 26 it was voluntary or involuntary;
- 27
- 28

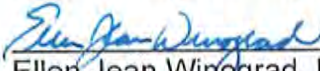
(g) The name and location of the ranch to which the herder was assigned, and if more than one ranch, the date of and reason for the change.

RESPONSE TO INTERROGATORY NO.2:

Subject to and without waiver of the foregoing objections and without waiving attorney work product privilege and limiting the request responds as follows; see attached Nevada herder chart. Pursuant to Court Order, production of this chart shall not constitute any waiver of Western Range Association's attorney work product privilege [Docs #217, 219, 220].

Dated: August 7, 2020.

Respectfully submitted,



Ellen Jean Winograd, Esq.

State Bar No. 815

Kelsey E. Gunderson, Esq.

State Bar No. 15238

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Attorneys for Western Range Association

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of August, 2020, a copy of Western Range Association's Twenty-Eighth Supplemental Response to Plaintiff's Second Set Of Interrogatories was sent via electronic and first class mail, postage prepaid to the follow attorneys of record:

Alexander Hood
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Reno, NV 89511
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An Employee of Woodburn and Wedge

EXHIBIT 1

EXHIBIT 1

CONFIDENTIAL *

*Pursuant to the Stipulation Between the Parties and Court Order [Docs #217, 219, 220], production of the attached should not constitute any waiver of attorney work-product privilege.

EXHIBIT 1

Herder Chart

WRA Member Ranch/ Member Number	2010-2018 Herder(s)/Herder Number(s)/Contract Date(s)/Address(es)/Phone Number(s)
Borda Land & Sheep Co. (#00461)	<ul style="list-style-type: none"> • Avila Isidro, Abel Bernardo 1012305; 1082034 (3/25/15- 1/9/16). Calle Emiliano Zapata H26, Tepechitlan, Zacatecas, Mexico. 437-96-105-77. • Garcia Castro, Jose Herminio 1012111; 1012193; 1012193 (12/1/11-11/9/12, 2/3/11-12/9/11, 3/7/13-1/9/14). Barrio Cumbrita 56 La Baquilla 99750, Tepechitlan, Zacatecas, Mexico; La Boquilla Tepechitlan Zac, Zepechitlan, Zacatecas, Mexico. 437-105-2719; 52-14374795174. • Isidro Garcia, Juan Manuel 1012254; 1012153; 1012196 (1/1/9-7/9/9, 7/10/09 ext., 1/27/12-11/9/12, 2/8/13, 1/9/14, 2/14/14-1/9/15). La Villita Tepechitlan Zac. Mexico; CLA Central #195, Loc La Villita Tepechitlan, Zacatecas, Mexico 99750. 011-52-14574792091; 0115214371053395. • Isidro Ruiz, Martin 1012303; 1012182 (11/1/12-3/9/12, 3/10/13 ext., 3/10/14 ext., 2/26/15-1/9/16). Cagustin Melgar 1570 Corsanta Manicade 105 Chorrillos 45200, Zapapan, Jalisco, Mexico. 3313110622 • Isidro Ruiz, Pedro 1012304; 1012046; 1012077; 1012152; 1012195; 1012253 (4/13/8-2/9/9, 2/10/9 ext., 3/26/10, 2/9/11, 1/27/12-11/9/12, 2/8/13-1/9/14, 2/14/14-1/9/15, 2/8/15-1/9/16). Rancho Nuevo T. Tepechitlan, Zacatecas, Mexico; Rancho La Uillita, Tepechitlan, Zacatecas, Mexico; Rancho Nuevo S/N Loc Rancho Nuevo 9970, Tepechitlan Zacatecas, Mexico; C La Central 195 Loc La Villita, Tepechitlan, Zacatecas, Mexico. 01152-437-479-5174; 0115214371028546; 52-14374792091. • Isidro Ruiz, Ricardo (*) (*) (*) (*) (Cannot confirm H-2A labor affiliated with WRA) • Serna Jacobo, Arcadio 1012945; 1012078; 1012110 (2/1/8-5/28/9, 5/10/8 ext., 8/9/10 ext., 2/3/11-12/9/11). Rancho Nuevo Tepachitlan Zacatecas Mexico. 01152-437-961-0151; 801-486-2004. • Serna Pacheco, Humberto 1012071 (12/5/9-3/9/10, 3/10/10 ext.). Rancho Nuevo Tepachitlan Zacatecas Mexico; C Mader 9, Loc, Racho Nueva, Tepchitlan ZAC Mexico. 011-52-437-9610285. • Ulloa Castro, Tomas 1012278 (3/2/14-3/9/15). Domicilio El Mirador, Localidad La Villita 99750, Tepechitlan, Zacatecas, Mexico. 14371037688. • Rivera Sanchez, Julio Cesar (Cannot confirm H-2A labor affiliated with WRA) • Cruz Rivera, Jesus Manuel (Cannot confirm H-2A labor affiliated with WRA) • Rodriguez Leal, Miguel 1012151 (1/27/12-11/9/12) Calle Lopez Cotilla #7 Lagunillas, Atemajac, Jalisco, Mexico. 5213310197386. • Ulloa Isidro, Raul Gamaliel 1012295 (12/23/14-11/9/15) Cjoa el mirador 240 lo villita, Tepechitlan, Zaccatecas, Mexico. 4374796601.
Brough Partnership (#00503) *sold out to Jersey Valley 12/2012	<ul style="list-style-type: none"> • Jaime Lovera, Rodelson 1078640; 1079982 (Trf. 2/15/12, 3/12/13-2/9/14). Usibamba Peru; Av. Brasil S/N Usibamba, S.J. Quero, Concepcion Junin, Peru. 64-781149; 064964940704 • Morales Damian, Ileseio 1070804; 1078440; 1079466 (4/24/12-2/9/13). Jiron Piura S/N Usibamba, S. Jose de Quero, Concepcion, Junin, Peru; Anexo Usibamba S/N, S.J.Q, Peru; Estpoca, Junin, Huancayo, Junin, Peru. 64-767036; 064628644; 942340549; 064632823.
David & Bonnie Little (#01766)	<ul style="list-style-type: none"> • Aguilar Saucedo, Jorge 1012346 (11/10/16-11/8/17, Trf. Rafter Seven Merinos, Inc. 6/15/17). Guada Lupe. Maotinez Silva, Calle del Sol #1 interior #10224, Acienda Unibersida #Juernez. (775) 385-5739; 656-127-62-63. • Alvarez Bejarano, Nicolas Gregorio 1079907 (3/13/13-1/9/14, 1/10/14 ext., 1/10/15 ext., 12/10/16 ext., 12/9/17-12/6/18). Calle Simon Bolivar S/N, Yanacancha, Chupaca, Junin, Peru. 64-621897

trf. = transfer

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* = Will supplement as additional information is found.

WRA Member Ranch/ Member Number	2010-2018 Herder(s)/Herder Number(s)/Contract Date(s)/Address(es)/Phone Number(s)
	<ul style="list-style-type: none"> • Angel Tamara, Hugo Maximiliano 1079905 (3/20/13-1/9/14, trf. Non-NV member 5/22/13) Jiron Jose Carlos Mariategui S/N, Tielayan, Pasco, Cerro de Pasco, Peru. 63-630482. • Aquino Inga, Wilson 1070383 (1/10/14-1/9/15) Barrio Independencia S/N, San Jose Quero, Peru. 64623513. • Armas Orihuela, Atilo 1079903; 1078663 (11/10/9-11/10/10, 11/10/10-11/9/11, 11/10/11 ext., 1/10/13-1/9/14, 1/10/15 ext.) Jiron San Ascencio 134 Anexo Shicoy, S.J. de Jarda, Chupaca, Peru. 999443981; 17-813119. • Armas Orihuela, Edwar 1079904 (2/14/13-1/9/14, 1/10/14 ext., 1/10/15-1/9/16, 1/10/16-1/9/17). Psje. Hatun Yauyos 134 Pilomayo, Huancayo, Junin, Peru. 64625207. • Aroni Corpa, Alberto 1070838 (2/10/15-2/9/16). Calle 28 de Julio S/N, Usibamba, S.J. Quero, Concepcion, Junin, Peru. 064-628151. • Artica Camayo, Nilton 1070487 (3/10/14-3/9/15, 3/10/15-3/9/16). Calle Pedro Camayo S/N, Yanacancha, Chupaca, Junin, Peru. 064-626330; 985333768. • Ayllon Ayllon, Julian Antonio 1078415 (4/15/09-2/9/10, trf. Non-NV member 9/25/09, trf back to D & B Little 3/28/10, 2/10/10-2/9/10, 2/10/11 ext., 2/10/12 ext.) Fr. Augusto B. Leguia #1059, Chilca, Huancayo, Chongos Alto, Peru. 64-218492. • Camargo Rojas, Rusber 1078848 (9/1/10-3/9/11) Carretero Central Chalanuevo, San Jose de Quero, Concepcion, Junin, Peru. 64-786068; 064-389433. • Carhuamaca Molina, Luque 1079123 (3/22/11-2/9/12, 2/10/12 ext.) Jr. Manco Capac S/N, San Juan De Jarpa Chupaca Huancayo Junin Peru. 64761131; 978082446. • Macha Aquino, Pablo Reinaldo 1070381 (4/9/14-1/9/15) Barrio Independencia S/N, S.J. Quero, Peru; San Jose De Over Barrio Independencia, Junin, Concepcion, Peru. 943573588; 064632822. • Macha Damian, Armadno 1079774 (2/17/13-12/9/13, 12/10/13 ext., 12/10/14 ext.) Prolongacion Taylor #1775 Cerrito La Libertad, Huancayo, Concepcion, Junin, Peru. 64-382535; 64-236578. • Ordenez Macha, Zenobio Marcelino 1070380; 1077833; 1079121 (3/22/11-2/9/12, 2/10/12 ext., 2/10/13 ext., 3/26/14-1/9/15, 1/10/15 ext.) Anexo Chala S/N, San Juan De Quero, Concepcion, Junin, Peru. 64620086; 7759341785. • Porta Fierro, Maximiano 1078238 (4/11/9-10/9/9) Barrio Pittitayo S/N, Chicche Huancayo, Junin, Peru. 064811310; 226575. • Ricse Inga, Alejandro 1070384 (4/4/14-1/9/15, 1/10/15 ext.) Avenida Apahuay S/N, Shicuy, S.J. Jarpa, Chupaca, Junin, Peru. 982418973; 064632973. • Rupay Angel, Revelino Roberto 1070379; 1078961 (12/18/10-10/9/11, 2/26/11-10/9/11, 10/10/12 ext., 3/15/14-1/9/15, 1/10/15 ext.) Jr. Jose Carlos Mariategui S/N, Tielacayan, Cerro De Pasco, Peru. 62-630534; 981815605; 063630482. • Solano Salvatieraa, Lucas Hiraclio 1070836; 1078179; 1079446 (3/18/12-1/9/13, 1/10/13 ext., 1/10/14 ext., 3/20/15-2/9/16) Calle Jose Carlos Mareategui 63, Yanacancha Chupaca Junin Peru. 941118481; 064625548; 064367858; 064630683. • Vera Suasnabar, Carolos Urbano 1079287 (10/18/11-9/9/12) Jose Maria Flores #136, Chupaca, Junin, Peru; Jr. Grau 158 Chongos Bajo, Chupaca, Junin, Peru. 64439548. • Rupay Angel, Marlon Horacio 1079447 (3/18/12-1/9/13, trf. to Non-NV Ranch 12/4/12) Jr. Jose Carlos Mariategui S/N, Tielacayan, Cerro De Pasco, Peru. 063-796284. • Bruno Quinto, Angel 1070735; 1078414; 1079564 (3/22/9-2/9/10, 2/10/11 ext., 4/14/12-3/9/13, trf. to Non-NV Rach 11/23/13) Anexo Hullancayo S/N Usibamba, SJQ, Concepcion, Junin, Peru; Anexo Hualcancayo S/N Chambara, Concepcion, Junin, Peru. 64-382535; 64-7985970; 994868157; 064634843; 7823029. • Damian Ordenez, Yoder Virgilio 1070017 (4/9/13-3/9/14) AV Circumvalacion S/N Barrio La Victoria, Chupaca, Junin, Peru. 64624227; 995038613.

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	<ul style="list-style-type: none"> • Guerra Ordóñez, Eder 1079906 (4/25/13-1/9/14, trf. to Rafter 7 Sheep Co. 5/22/13) Barrio Buenis Aires, Chala, San Jose De Quero, Concapcion, Peru; Jr. Juan Velasco 195 Anexo Chala Vieja SJQ, Concepcion, Junin, Peru. 961878221; 064621496. Merino Macha, Jaime Fernando 1078364; 1079449 (4/5/12-1/9/13) Calle Cahuide S/N, Chiquicocha, San Jose de Quero, Concepcion, Junin, Peru. 064-223-706; 064-221607. • Ortega Geronimo, Felix Livio 1078360; 1079448 (3/27/9-2/9/10, 2/10/10 ext., Trf. to D&B Little 4/16/10, 2/10/11 ext., 2/29/12-1/9/13, 1/10/13 ext., 1/10/14 ext.) A.H Cerro Candela, Manzana D Lote #7 Vitarte, Lima, Peru; AA HH Cerro Candela Pje. 3 MzD Lr. 7, Vitarte, Lima, Peru. 822-2370; 785-1708; 696-2189. • Macuri Inga, Rigoberto 1070835; 1078245; 1079445 (1/14/09-10/9/9, 10/10/9 ext., trf. to D&B Little 1/29/10, 3/18/12-1/9/13, 1/10/13 ext., 1/10/14 ext., 3/20/15-2/9/16) Avenida Taylor #1221, Huancayo, Junin, Peru; Jr. Miroflores #620, Huancayo, Junin, Peru; Chuicuspata S/N, Hayllancha Huancayo, Peru. 64-224421; 064-774308; 969199615; 064385816. • Inga Soberanes, Jesus Ovidio 1070382; 1078250 (2/25/14-1/9/15, 1/10/15 ext.) Calle Alfonso Ugarte PSJE Poma S/N, Huancayo, Junin, Peru; Cale Porvenir S/N Huayllancha Chupaca Junin, Peru. 6438203; 064382229. • Suice Hinojo, Eusterio Zerman 1077968; 1079120 (3/22/11-2/9/12, 2/10/12 ext.) Ave. P De Diciembre #1651, Auquimarca, Peru; Av 09 De Diciembre 1651 Quimarca Chilca, Huancayo, Junin, Peru; Calle Manuel Gonzales Prada Mz. D. Lt. 24 Villa Maria Del Triunto, Lima, Peru. 64234336; 2084369053; 064222761; 2837772. • Bejarano Sotomayor, Hercilio 1079991 (2/18/16-10/13/16) Calle Tupac Amaru #46, Achipampa, Yanicancha, Huancayo, Peru. 64433086. • Campos Soto, Yonel 1082117 (3/15/16-1/9/17, Trf. to Non-NV Ranch 12/16/16) Av. Circunvalacion, Tupac Amaru 580, Chaupimarca, Pasco, Junin. 64781707. • Vera Arteaga, Erasmo 1082044 (3/25/16-1/9/17, 1/10/17 ext. 1/9/18 ext.) 64630628. • Rimac Valle, Emerson Gregario 1082042 (1/10/17 ext., trf. to Non-NV Ranch 10/24/17) Jr. Eugenio Torres Samlos S/N, Tlacacayan Pasco Peru. 959312069; 011-516360787. • Soto Quinonez, Sosimo Cayo 1082390 (12/2/16-2/7/17, 2/8/17 ext., 2/8/18 ext.) Centro Poblado De Achipampa, Yanacancha, Chupaca, Junin, Peru. 982834105. • Bruno Gomez, Aldair Marsio 1082781 (12/28/18-2/6/19) (*) 998980438. • Rupay Dorregaray, Victor Alberto 1082688 (2/14/18-1/6/19, trf. to Non-NV Ranch 6/21/18) Jr. Jose Carlos Mariategui Tlacacayadi, Pasco, Peru. 63630122; 963996678. • Povis Santiago, Richard Joel 1082687 (3/21/18-1/6/19) Tuclacayan Pasco, Cerro De Pasco, Peru. 987020655; 063631903. • Porta Camposano, Mijael 1070330 (*) Av. Huancavelica N 575 Chilca; Porta Camposano, Avenida Huancavelica #1979, Chilca, Huancayo, Junin, Peru. 2098265441; 64223098. • Palomino Torres, Rony Orlin 1082779 (10/2/18-2/6/19) (*) 943829233. • Cordova Osorio, Diego Draigo 1082690 (3/21/18-1/6/19) Huancayo, Peru. 938664928; 064412252. • Osorio Amancae, Amador Solio 1082689 (2/14/18-1/6/19) Pasaje La Kamtuta 250 Tambo Huacayo, Junin, Peru. 51986279431. • Bruno Quinones, Eleuterio 1082686 (3/21/18-1/6/19) Ps Jose Galvez Pilcomayo Huancayo, Peru. 64633796; 64623615. • Calzada Rimac Emler David 1082264 (2/14/17-11/8/17, 11/9/17 ext., Trf to Rafter 7 11/3/17) Tlacacayan Cerro De Pasco, Peru. 930136796; 982834105. • Vargas Rimac, Jose Luis 1079821 (3/23/17-1/8/18, 1/9/18 ext.) Jiron Jose Carlos Mariategui #35, Tlacacayan, Pasco, Cerro De Pasco, Peru. 976011681; 95628894. • Damian Llanto, Felidelzo 1082685 (3/21/18-1/6/19, Trf. to Non-NV 9/20/18) Usibamba Barrio Salvio, Usibamba, Peru. 940605914; 932023895; 623209. • Paucar De La Cruz, Leoncio Eleuterio 1082322 (3/23/17-1/8/18) (*) (*)

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	<ul style="list-style-type: none"> Flores Villanueva, Oscar 1082321 (3/23/17-1/8/18, 1/9/18 ext.) Jose Carlos Mariatigui S/N Ticalcayan Cero De Pasco, Peru. 940465581; 63631908.
Duffurrena Sheep Co. (#00788)	<ul style="list-style-type: none"> Salazar Saldana, Ismael 1012329 (4/15/15-4/9/16) Precitas de Rejib, Gommceguato, Mexcio. 4696976282. Apaza Callata, Mario Sebastian 1078947 (11/15/10-9/9/11, 9/10/11-9/9/12, 10/10/12 ext., 9/10/12-9/9/13, 10/10/13 ext., 9/10/13-9/9/14) Comite 55 "B" San Hilarion Alto S.J. Luriganchu, Lima, Peru. 4018028. Garcia Jimenez, Rolando 1070272 (3/25/14-10/9/14, 10/10/14 ext., 10/26/15 ext., 3/25/16-1/9/17, trf. To Non-Nv Ranch 7/5/16) Jiron Alonso Mercadillo #500, Chupaca, Junin, Peru; Jiron Santos Bravo S/N Chupaca, Chupaca, Jiron, Peru. 64626642. Lapa Quispe, Edgar 1070045 (8/20/13-3/9/14, 3/10/14) Barrio Yanacancha S/N, Yanacancha Chupaca, Junin, Peru; San Juan De Iscos, Chupaca, Junin, Peru. 64627815. Pomaleque Mango, German Alejandro 1079494 (3/29/12-1/9/13, 1/10/13 ext., 1/10/14 ext.) Puno Peru (A veces esta en Lima y tiene parientes en Lima que puede Pasarle La Voz); Jr. Rios S/N, Barrio Progreso, Tirapata, Azangaro, Peru. 1-3382367; 1-4018028; 051631403. Puicana Condori, Francisco 1079403 (2/25/12-1/9/13, 1/10/13 ext., 1/10/14 ext.) Jr. Belasco Eguren S/N Tirapata, Azangaro, Puno, Peru. 51-775795444; 7753382367; 966435375; 950896674; 011517754018028. Alberto Rodriguez, Isaac 1070714 (11/10/14-11/9/15) Cyanacancha, Huancayo, Huancayo, Peru 632282; 964134695; 064-632282. Apaza Callata, Walther Pedro 1078849 (8/13/10-3/9/11, 3/10/11-3/9/12, 3/10/12-3/9/13, 3/10/13 ext.) Tirapata, Azangaro, Puno, Lima, Peru. 14-018028; 13-38267; 3382367. Hernandez Mojica, Juan 1012053; 1012094; 1012217 (4/25/10-3/9/11, 3/10/12 ext., 4/3/13-3/9/14, 3/10/14 ext., 3/10/15 ext.) Legainia Mexico, Aequina, Salisco, Mexico. 011-52-13310195507. Hilari Mamani, Washington 1078097 (7/8/8-5/9/9, 5/10/10 ext.) Jr. Velasco Eeuren S/N Tirapata, Azangaro, Puno, Peru. 51830512; 951901512. Salazar Saldana, Jose Jesus 1012277 (4/10/14-3/9/15, 3/10/15 ext.) Precitas de Regil, Pemjamo, Guanajuato, Mexico. 352-5612863 Saldana Salazar, Jose Moises 1012325 (3/7/15-2/9/16) Pedro Moreno #10, Colonia Juarez, Penkamo, Guanajuato, Mexico. 3525228413. Yauri Aliaga, Javier Rolando 1070367 (3/25/14-1/9/15, trf. to Duffurrena Sheep Co. 7/1/14) Avendia Argentina S/N, C-14, Barrio Buenos Aires, Chupaca, Junin, Peru. 985727525. Hernandez Alfaro, J. Guadalupe 1012035 (2/25/8-9/9/8, 11/10/8 ext.) (*) (*). Diaz Lopez, Miguel 1082787 (2/3/18-1/6/19) Mexico. 3411199243 Leal Garcia, Alberto 1082815 (8/10/18-3/6/19) La Qurillas Ubernido Brisuela #47 Atemajar De Brisvela. 3314309467.
El Tejon Sheep Co. (#00941)	<ul style="list-style-type: none"> Aliaga Herrera, Antenor Romulo 1077818 (1/31/8-6/6/08, 6/10/09 ext., 6/10/10, ext.) Cochas Chincos, Pasaje La Esperanza #180; Conas, Concepcion, Junin. 964-1981. Aquino Arteaga, Elmer 107165 (7/10/13-7/9/14, 7/10/14 ext.) Carretera Central #84, Achipampa, Yanacancha, Chupaca, Junin, Peru. 64627295. Aquino Ramos, Roy Maycol 1070251 (9/10/13-9/9/14) Jiron Carretera Central #121, San Juan de Quero, Concepcion, Peru; Old River Rd. 13950, California Peru. 982365116. Archi Lozano, William 1071054 (9/10/16-9/8/17, 9/8/17-9/6/18, 10/9/17 ext.) (*) Ascanoa Alania, Elias Maximo 1070460 (3/10/14-3/9/15, 3/10/15 ext.) Anexo Chiril S/N, Ticalcayan, Pasco, Peru. 950922155. Cantaro Castillo, Abel 1070166; 1078936 (10/20/10-9/9/11, 11/10/11 ext., 11/10/12 ext., 8/26/13-7/9/14) Jiron Amazonas #397, Achipampa, Yanacancha, Huancayo, Junin, Peru; Calle

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	<p>Santiago Antunez de Mayolo S/N Pampas, Taycaja, Huancavelica, Peru. 64-811080; 067783505.</p> <ul style="list-style-type: none"> • Cantaro Oteo, Elmer Alcides 1070466 (11/16/14-3/9/15, 3/10/15 ext.) Calle La Libertad #16, Yanacancha, Chupaca, Junin, Peru; Plaza Libertad Yanacancha, S/N Chupa, Junin, Peru. 98179167; 064629781. • Cantaro Solano, Roman 1078938 (2/8/11-9/9/11, 11/10/11 ext., 11/10/12 ext.) Centro Poblado Achipampa Yanacancha Chupaca, Junin, Peru. 64-781415; 064382661. • Cantaro Solano, Severo 1079268 (10/22/11-9/9/12) Correo Central, Huancayo, Junin, Peru; Carretera Huancayo S/N Barrio Centro Yanacancha, Chupaca, Junin, Peru. 64620356. • Castillo Reyes, Oswaldo 1078529 (11/29/9-7/9/10) Calle Jose Olayo S/N Barrio La Union, San Juan de Jarpa, Chupaca, Peru. 64387411. • Melo Castillo, Gilmar Jhonny 1070931 (*) Ollanta S/N, Tirapata, Azangaro, Puno, Peru. • Yauri Garcia, Alcides 1078489; 1079759 (Trf. To El Tejon 10/7/10, 10/12/10 ext., 12/7/12-11/9/13, 11/10/13 ext., 11/10/14 ext.) MZ 6 Lt 14 Chicmabamba, San Martin de Porras, Peru; Calle Yauyos Lima S.N Yanacacha, Peru; Jr. Alfonso Ugarte S/N Chupaca, Junin, Peru. 5942497; 064633115. • Heredia Guerra, Ernesto Fernando 1078240 (4/23/9-10/9/10, 10/5/09-10/9/9, 10/10/10 ext., 10/10/11 ext.) Barrio Buenos Aires S/N Chala, S.J. Quero, Concepcion, Junin, Peru. (*). • Ponce Miranda, Washington 1079625 (6/12/12-4/9/13) AAHH Integracion Virgen De Fatima Lt. 10 MZ. D ET. 1, S.J.L. Puno, Peru; Caserio Sasicocho S/N, Junin, Peru. 971904702. • Yauri Garcia, Ricardo 1078490; 1079668 (9/29/9-4/9/10, 4/10/11 ext., 9/20/12-8/9/13, 8/10/13 ext., 8/10/14) MZ C Lt Los Olivos Santa Rosa, San Martin De Porras Peru; MZ G. Lt. 14 Chicmabamba, San Martin de Porras, Lima, Peru; Calle 4 MZ G Lt. 14, Asoc. C 2DA E, S.M. Porres, Junin, Peru; MZ 6 Lt. 14 Chicitabamba S, Lima, Peru. 5941301; 59422497; 5745739; 993846426. • Yauri Garcia, Williams Carlos 1078185; 1078874 (10/28/10-5/9/11, 5/10/12 ext.) Jiron Rio Urubamba #714, Villa Norte Los Olivos, Lima, Peru; Calle Cahuide 11 Yanacancha, Chupaca, Junin, Peru. 4851310. • Gamarra Canchihuaman, Jimmy Rafael 1079270; 1070715 (11/19/11-9/9/12, trf. To Non-NV Ranch 10/12/12) Jiron Simon Bolivar #113, Junin, Peru; AV Chacamaca #0, Junin, Peru. 5305678657. • Lapa Pomahualí, Filomeno Leonardo 1070467 (11/20/14-3/9/15, 3/10/15 ext.) S.P Huascar S/N Yanacancha, Chupaca, Junin, Peru. 954152908; 064630227. • Gomez Melchor, Rafael 1070164; 1078530 (3/3/10-7/9/10, trf. To Non-NV Ranch 8/2/11) CCL Huari Tayacaja, Huancavelica, Peru; Phiza Principal S/N Huari, San Marcos De Rocchac, Tayacaja, Huancavelica, Peru; PJE Los Lirios #161 Palian, Huancayo, Junin, Peru; C.C. Huari Plaza Principal S/N, S.M. Rocchac, Tayacacaja, Peru. 993104348; 64798486. • Varillas Limaco, Wilder Ivan 1070571; 1078917 (9/18/14-8/9/15, trf. To El Tejon 3/19/15) Avendia Arevalo #789, Santa Rosa de Saco, Yauli, Oroya, Peru. 64391913; 64509461. • Gabino Perez, Jimmy Rafael 1071055; 1079515 (trf. To El Tejon 8/31/14) Jr. Miraflores, Cerrito La Libertad, Huancayo, Junin, Peru. 011-51-064-224231. • Palacin Mendoza, David Hernan 1079760 (2/16/13-11/9/13, 11/10/13 ext.) Jiron Rimay Marca #149, Tlacayan Pasco, Cerro De Pasco, Peru. 0016613749291; 984638979. • Yauri Garcia, Casario 1076137; 1077080 (*) Manzana Late 7y 8 Los Olivos De Santa Rosa, Peru; Los Girasoles Lte 20 Santa Rosa, Callao, Lima, Peru; Chupaca, Huancayo, Junin, Peru. 5747277; 5747910. • Diaz Quinones, Reynaldo Roger 1070278 (10/22/13-10/9/14, trf. To El Tejon 3/28/14, 10/9/14 ext., trf. To Non-NV Ranch 4/1/15) Usibama Av. Arequipa, S/N San Jose DeQuero, Concepcion, Junin, Peru. 64631712; 986695843; 064-639230.

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	<ul style="list-style-type: none"> • Verastegui Rosales, Miguel Angel 1070966 (6/9/16-6/9/17, Trf. To Non-NV Ranch 6/28/16) Jr. Leoncio Prado 172, Llocllapampa, Juaja, Junin, Peru. 5941301; 962324730; 064629000. • Huaman Gonzales, Paul Neuman 1081937; 1071297 (4/28/16-2/17/17, trf to Non-NV Ranch 6/12/16) Av. Argentina S/N, Chupaca. 6113115148. • Roman Roman, Nicanor Wilmer 1082252 (10/27/16-10/8/17) Die Eleazat 142, Chilca, Chongos Alto, Huancayo, Peru; Llamapsillio S.N, Chongos Alto. 4385402. • Lizano Avila, Berau Gesoneo 1079669 (9/21/12-8/9/13) Calle Yauyos Lima S/N, Yanacancha, Chupaca, Huancayo, Junin, Peru; MZ B LT 13 San Jua De Lurigancho Lima Peru. 115117999319. • Ramos Lazaro, Tadeo 1078937 (10/23/10-9/9/11, Trf. to Empire 4/18/11) Barrio Independencia S/N S.J. Quero, Concepcion, Junin, Peru. 964009492. • Gamara Canchinuaman, Fred Melchor 1070715; 1079270 (11/19/11-9/9/12, trf. To Non-NV Ranch 10/12/12) Jiron Simon Bolivar #133, Junin, Peru. 5305678657; 971837670; 954034041. • Idelfonso Janampa, Willy Carlos 1083123 (11/27/18-11/6/19, trf. To El Tejon 9/20/19) (*) (*) • Matamoros Mantero, Nilton Eduardo 1082789 (2018*) Av. Argentine 834 Barrio Buenos Aires Chupaca. 969134454. • Paredes Ascanoa, Edwin 1082576 (10/17/17-10/6/18, 10/9/18 ext.) Tlacacayan, Cerro De Pasco, Peru. 6619782825; 928847863. • Matamoros Guadalupe, Jhon Carlos 1082252 (1/12/17-10/8/17, 10/9/17 ext., 10/9/18 ext.) Av. Argentina 616 Chupaca. 6613404965. • Alcantara Miranda, Clerio 1082397 (3/12/17-3/6/18) (*) (*) • Huaynalaya Lapa, Emerson 1082575 (10/17/17-10/6/18, 10/9/18 ext.) Huancayo, Peru. 64631750. • Melo Castillo, Jaime William 1082574 (1/18/18-10/6/18, 10/9/18 ext.) Tirpata, Peru. 933444865.
Ellison Ranching Co. (#00930)	<ul style="list-style-type: none"> • Espinoza Hilario, Delio Alberto 1077753 (1/2/8-4/9/8, 4/10/8 ext., 4/10/9 ext., 4/10/10 ext.) Jr. Julio C. Tello #1200, El Tambo, HYO, Junin, Peru. • Espinoza Lopez, Silverio 1077943; 1078994; 1079968 (1/28/11-11/9/11, 11/10/11 ext., 3/12/13-2/10/14, 2/10/14 ext., 2/10/15 ext.) Calle Vista Alegre #157, Tarma, Peru; PJE; Corazon De Jesus 157, Tarma, Junin, Peru. 64-321895. • Huaynalaya Salvatierra, Edison 1070342; 1078977 (4/20/11-10/9/11, 10/10/11 ext., 10/10/12 ext., 10/10/13 ext., 3/18/14-1/9/15) Joron Puno #120, San Juan de Jarpa, Peru. 64633047. • Malqui Fernandez, Julio 1079414 (5/10/12-1/9/13, 1/10/13 ext., 1/10/14 ext., 1/10/15 ext.) Barrio Pueblo Libre S/N, Aquia Bolognesi Ancash, Peru. 3870673. • Reynose Flores, Juan Alejandro 1070439 (5/14/14-2/9/15, 2/10/15 ext.) (*) (*) • Reynoso Flores, Humberto 1079971 (4/18/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Huamanmarca, Cerro De Pasco, Peru; Anexo Huamanmarca S/N, Ticiacayan, Pasco, Peru; Jiron San Martin 118, Yanacancha, Cerro De Pasco, Pasco, Peru. 63421211. • Rojas Rojas, Maicol 1078451; 1079699 (6/17/9-1/9/10, 1/10/11 ext., 1/10/12 ext., 11/28/12-8/9/13, 8/10/13 ext., 8/10/14) Calle Progreso #135 Barrio Azana, Chupaca, Huancayo, Peru. 64-439-040; 064-502336. • Samaniego Menendez, Leonardo 1070943 (6/2/15-5/9/16) Jr. Cusco #251 San Juan de Jarpa, Chupaca, Junin, Peruano, Peru. 963909198; 064504359. • Soto Meza, Fredy 1078679 (2/25/10-12/9/10, 12/10/10 ext., trf. to Non-NV Ranch 7/15/11) Av. Leonico Prado 1531, Chilca, Huancayo, Junin, Peru; Ave Los Proeres #1461 Huancayo Junin Peru. 64504231; 64202746. • Terrel Pena, Walter Honorato 1078339 (2/19/9-1/9/10, 1/10/10 ext., 1/10/11 ext.) Jr. Tarma 450 Lado Este Junin Peru. 64344223.

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	<ul style="list-style-type: none"> • Aliaga Arcos, Froy Cesar 1078204 (10/10/09-10/9/10, 10/10/10-10/9/11) Chupaca, Huanca Peru. 64-389591. • Aliaga Osores, Basilio 1070944 (5/10/15-5/9/16, 5/10/16-5/8/17, 5/8/17 ext., 8/23/18-8/6/19) S.J. Jarda, Chupaca, Junin. 064630899- 3425499. • Alvarado Camayo, Francisco 1079092; 1070341 (5/10/11-1/9/12, 1/10/12 ext., 1/10/13 ext., 2/11/14-1/9/15, 1/10/15 ext.) Com. Camp. Misquipata S/N San Juan de Jarpa, Chupaca, Peru; Coap Misquipata, Jarpa, Peru. 954-065458; 064621225. • Alvarado Camayo, Hipolito 1070786; 1079417 (3/29/12-1/9/13, 1/10/14-1/9/15, 1/10/15-1/9/16, 1/10/17 ext.) Chupaca, Huancayo, Junin, Peru. 64632887. • Alvarez Mayta, Wilner 1078678; 1079967 (12/10/9-12/9/10, 5/27/10-12/9/10, 12/10/10 ext., 12/10/11 ext., 2/10/13-2/9/14, 2/10/14 ext., 2/10/15-2/9/16) Comunidad Yanacancha S/N, Yanacancha Huancayo Chupaca Junin Peru. 64964703589. • Ambrosio Hilarion, Alejandro 1077801 (6/10/9-6/9/10, 6/10/10 ext.) Ave. Fidel Miranda S/N, Sapallanga, Hyo, Junin, Peru. 224439. • Barrera Antezano, Miller Avilio 1070630; 1077945; 1079303 (11/10/19 ext., 11/10/10 ext., 12/1/11-10/9/12, 10/10/12 ext., 10/10/13 ext., 10/10/14 ext., 3/17/15-9/9/15) Miguel grau #560, Chupaca, Junin, Peru. 064439040; 943199657. • Barrera Elguera, Angel Ricardo 1079516; 1078133 (1/15/9-5/9/9, 6/10/9 ext., 5/10/10 ext., 5/10/11, 5/1/12-2/9/13, 2/10/14 ext., 2/10/15 ext.) AV. Los Heroes 133, Chupaca, Junin, Peru. 64389591; 64439260. • Beraun Borja, Luis Alberto 1078091; 1079413 (3/10/10 ext., 3/10/11 ext., 3/24/12-1/9/13, 1/10/13 ext., 1/10/14 ext.) Jiron Tacna Manzana #30, LT 04, El Tambo, Huancayo, Junin, Peru. 584-8404; 064366416. • Beraun Huaraca, Aldo Angel 1079557 (2/10/13 ext., 2/10/14) JR-Tacna 3004, Huancaoy, Junin, Peru. 64-366416. • Camasca Quinto, Nilo 1079700 (10/12/12-8/9/13, 8/10/13 ext., 8/10/14 ext.) JR. Tacna 212 Barrio 28 de Julio, Pu Cara, Huancayo, Junin, Peru; Jr. Bolognesi #370 Pucara, Huancayo, Pucaro, Peru. 64-504359. • Casas Orihuela, Alfredo 1070476 (5/28/14-3/9/15, 3/10/15 ext.) Jiron Chupimarca S.J. Iscos S/N, Chupaca, Junin, Peruano. 64-621442; 064632949. • Cerron Ricse, Oswaldo Israel 1070477 (12/5/14-3/9/15, 3/10/15 ext.) Anexo Santa Cruz Ranca S/N, San Jose Jarpa, Peru; Avenida Apahuay S/N Shicuy, Junin, Peru. 992270108. • Chambergo Castillon, Donato Jilmer 1079031 (5/12/11-12/9/11, 12/10/11 ext.) Pasaje Fernandez #171, Huancayo, Peru. 17-731234; 236014. • Chambergo Castillon, Eddy 1078338; 1079415 (2/19/9-1/9/10, 1/10/10 ext., 1/10/11 ext., 3/29/12-1/9/13) Pasaje Fernandez #171, Huancayo, Peru; AA-H, Horacio, Oracio Zevallos Gomez MZ. D. LT 21; ATE, Vitarte, Peru. 01151-64-236014; 64-3534844; 773-1234. • Chambergo Castillon, Kilder 1077978; 1079416 (1/10/9 ext., 1/10/10 ext., 1/10/11 ext., 2/11/12-1/9/13) PJE Fernandez #171, Yanama Huancayo, Peru; AV. Yanama CDA 16 PSJ Fernandez #171. • Damian Romero, Melesio Eusebio 1079709 (12/13/12-9/9/13, 11/10/13 ext., 11/10/14 ext.) Bloque Las Mercedes 4 CPPJJ., Las Mercedes, La Oroya, Yauli, Junin, Peru. 64-439075; 964872643. • De La Cruz Uribe, Eduardo 1079756 (6/10/15-6/9/16) Centro Union S/N, Misquipata, S.J. Jarpa, Chupaca, Junin, Peru. • Delgadillo Cajahuanca, Eleodoro 1079818 (3/12/12-12/9/13) Delgadillo Cajahuanca, Huancayo, Junin, Peru; Jose de La Torre Vgante 987 Junin, Peru; Jr. De La Torre Ugarte 262 Int. 12, Junin, Peru. 954011578.

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	<ul style="list-style-type: none"> • Menendez Cordova, Eliazar Jaime 1079009; 1079748 (5/12/11-11/9/11, 11/10/11 ext., 1/11/13-10/9/13, 10/10/13 ext., 10/10/14 ext.) Pueblo De Chala, San Juan De Quero Huancayo, Junin, Peru; Jr. Vista Aiegre S/N, Chupaca, Junin, Peru. 64-504359. • Samaniego Salvatierra, Mansueto 1079517 (8/7/12-2/9/13, 2/10/13 ext., 2/10/14 ext., 2/10/15 ext.) Anexo Misquipata S/N, San Juan de Jarpa, Chupaca, Junin, Peru. 64629851. • Taípe Zurichaqui, Oscar 1070787; 1078157; 1079261 (3/16/12-3/16/12, trf. to Ellison 1/29/13, 9/10/13 ext., 9/10/14 ext., 3/17/15-1/9/16) Anexo Barrio Acocancha S/N, Yanacancha, Huancayo, Junin, Peru; Jr. Echeniqu S/N, Chupaca, Junin, Peru; Barrio Voz Del Cielo S/N, Chupaca, Junin, Peru. 064792389; 962729823; 064439497; 064794866. • Soto Meza, Jhonny 1078996 (12/1/10-11/9/11, trf. to Non-NV Ranch 7/20/11) Av. Los Proceres #1461, Chilca Huancayo, Junin, Peru. 64-383351; 64-216040; 064504231. • Echía Martínez, Ronal 1078236; 1079147 (1/21/9-10/9/9, 3/10/10 ext., trf. to Non-NV Ranch 10/3/10) Jiron Inca Ripac #822, El Tambo, Huancayo, Peru; Jr. Alfonso Uearte 264 Palcamayo, Tarma, Junin, Peru. 964-841015; 7775-756-6542; 7757566570. • Menendez Cordova, David Felix 1070322; 1078807 (2/2/14-12/9/14, 12/10/14 ext.) Jr. Ica Antigua #1392, Huancayo, Junin, Peru. 64-504359; 971646998; 064789427. • Villdran Cea, Arcenio Ariel 1081816 (2/10/11 ext., trf. to Ellison 6/25/12, 2/10/12 ext.) (*) (*) • Torres Recuay, Diego Dael 1070483; 1079194 (4/10/12 ext., trf. to Ellison 6/25/12, trf. to K & N Livestock 9/27/12) Calle Principal S/N Auray, Chilca, Huancayo, Junin, Peru. 64777189; 64772667. • Bruno Damian, Leonard Rolan 1070042; 1078854 (4/10/12 ext., trf. to Ellison 6/25/12) Pasaje Salcantay Manzana S Lt. 1 of El Tambo, Urbanizacion Santa Barbara, Huancayo, Junin, Peru. 64-772663; 017258136. • Alvarez Mayta, Henry 1079969; 1079009 (1/10/13-2/9/14, trf. to Ellison 4/25/13, 11/1/13 ext., 2/10/14-2/9/15, 2/10/15) Barrio Huerapoquio S/N Yancancha, Chupaca, Junin, Peru. 64-439592. • Ortega Ricaldi, Edwin Nilton 1077882; 1078791; 1079463 (Trf. to Ellison 4/29/11, 6/20/12-2/9/13) Jr. Jose Olaya 501, Junin, Peru; Jr. Jose Alaya #501. Villa Hermosa Ate Junin, Peru. 90825581; 6924289; 064783832. • Soto Meza, Rolando Magno (*) (*) (*) (*) • Alvarado Llaiturea, Camilo Del Carmen 1081795 (1/10/10 ext., Trf to Ellison 5/24/10) Fundo O Rancho Ganadero "El Desierto" Villa Cerro Castillo Comuni Rio Ibanez, XI Region Chile. (*) • Orihuela Orihuela, David Fredy 1078967 (*) Barrio Porvenir S/N Chicche, Huancayo, Junin, Peru. 64-81100 • Rodriguez Garcia, Cesar Jose 1078482; 1071024 (10/6/15-8/9/16, 8/10/16 ext., 8/9/18 ext.) Ave. Cirumbalacion #250, Chupaca, Junin, Peru; Jr. Andrea Arauco 324. Chupaca Junin, Peru. 367870; 064762054; 064389575. • Calixto Quispelaya, Euilalio 1082338 (4/18/17-3/6/18, 3/9/18 ext.) S.P. Sulcan S/N S.J. Quero, Concepcion; Plaza Principal San Pedro De Sulcan, Concepcion Junin, Lima, Peru. 964808726. • Quinones Huair, Vicente Italo 1077319 (10/23/17-3/6/18, 3/8/18 ext.) Caserio Chaupirume, Alto Tumbaden, San Peblo Cajamarca; JR. Maiscal Sucre #1803 Bellavista S.A. Cajas Huancayo, Junin, Peru. 969919320; 63421211; 964919320. • Casall Cerron, Gelacio 1082299 (4/1/17-2/6/18, 2/9/18 ext.) (*) 964075990.
Empire Ranching Co. (#00812)	<ul style="list-style-type: none"> • Vilchez Ricardo, Percy 1079213; 1079553 (6/10/11 ext., trf. to Empire 4/22/11, trf. to Rafter 7 Sheep 5/20/12) Nueva Oruaizacion Los Frutales, Mala, Lima, Peru; Mz. E Lt. 38 Urb. Los Frutales, Mala, Canete, Lima, Peru; Calle Los Frutales Mz. E Lt. 38 Mala, Lima, Peru. 694-1386. • Astete Ramos, Clever Policarpo 1070777; 1079378 (12/10/11-12/9/12, trf. to Truckee River Ranch LLC 11/20/12) Jron Alfonso Ugarte S/N, Palcamayo Tarma Junin, Peru. 64-338911; 064-633167.

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WRA Member Ranch/ Member Number	2010-2018 Herder(s)/Herder Number(s)/Contract Date(s)/Address(es)/Phone Number(s)
	<ul style="list-style-type: none"> • Ramos Lazaro, Tadeo 1078937 (10/23/10-9/9/11, trf. to Empire 4/18/11, 9/10/11 ext., 9/10/11 ext., trf. to Non-NV Ranch 11/5/11) Barrio Independencia S/N S.J. Quero, Concepcion, Junin, Peru. 964009492.
Estill Ranches LLC (#10176)	<ul style="list-style-type: none"> • Ballasco Uribe, Gamaniel 1078102 (3/10/10-3/9/11) Anexo De Misquipata S/N, San Juan De Jarpa, Chupaca, Junin, Peru. 64367889. • Bruno Inga, Ronil Victor 1078187; 1079518 (11/18/08-9/9/9, 11/10/10 ext., trf. to Non-NV Ranch 3/14/11) Calle 2 de Mayo S/N San Roque de Huarmita, S.J.Q., Concepcion, Junin, Peru. 64811050; 064623535. • Damian Coteria, Americo 1078345 (11/9/9-2/9/10) N. Chaquicocha Peru, Nacido En 1986 Anos de Edad; Anexo Chaupicocha S/N, S.J. De Quero, Concepcion, Peru. 64764608. • De La Cruz Huaire, Yhomar Evodio De La Cruz Huaire, Yhomar Evodio (10/22/13-9/9/14) Jiron Pedro Galvez #1875, El Tambo, Huancayo, Junin, San Jose De Quero, Concepcion, Peru; Buenoeys Sinin, Usibamba Concepcion, Huancayo, Peru. 627844; 987607622. • Diaz Damian, Walder Cirilo Diaz Damian, Walder Cirilo (6/10/9 ext., 6/10/10 ext., 3/10/11-1/9/12, 1/10/12 ext., 1/10/13 ext., 4/1/14-2/9/15) Carretera A Yauyos, Anexo, Chaquicocha, Huancayo, Junin, Peru; AV-Canada 158 URG. Los Vinedoes-Comas, Lima, Peru; Carretera Yauyos S/N Chaquicocha S.J. Quero, Concepcion, Junin, Peru. 5517143; 5366047; 5276018. • Ramos Zacarias, Luis Dacio 1078060 (12/31/8-3/9/9, 3/10/9 ext., 3/10/10 ext., 3/10/11 ext.) MZ K3 Lote #30 A.H. mi Peru Ventanilla, Calleo Peru; MZ. K. Lt. 30 Av. Tacua, Mi Peru, Uentanilla, Calleo, Peru. 011511-5538797. • Ramos Zacarias, Wilmer Celso 1078913 (10/26/10-8/9/11, 8/10/11 ext.) Huarila Oroya Junin, Peru; Calle Comandante Zarate S/N Huari, La Oroya, Yauli, Junin, Peru. 988560073. • Samaniego Canchumanya, Neycinio 1078046 (4/4/8-2/9/9, 2/10/9 ext., 2/10/10 ext.) Ave. #28 De Julio S/N Chaquicocha Peru. 64366311. • Samaniego Vera, Abraham Jaime 1070719; 1079412 (2/14/12-1/9/13, 1/10/13 ext., trf. to Estill 2/24/14, 12/18/14-11/9/15) Avenida San Martin S.N. Chaquicocha, Huancayo, Junin, Peru; Calle San Martin S/N SJQ, Concepcion, Junin, Peru; Calle San Martin S/N C.P. Chaquicocha, S.J. Quero, Concepcion, Junin, Peru. 64624087; 986768576; 986695948. • Santana Chuquillanqui, Robert Roy 1078588; 1079664 (11/13/9-8/9/10, 8/10/10 ext., 8/10/11 ext., 8/28/12-7/9/13, trf. to Silver Creek 10/24/12) 22 Anos De Edad, Peru; Jr. Ramon Castilla S/N Chaquicocha San Jose De Quero Concepcion Junin Peru. 17792760; 017650324; 064623525. • Tocas Aquino, Robert 1070434; 1079025 (1/18/11-12/9/11, 12/10/12 ext., 4/1/14-2/9/15) Carretera A Yauyos S/N, Chaquicocha, S.j. Quero, Concepcion, Huancayo, Junin, Peru. 64623579; 64830400. • Sandoval Meza, Reynoso 1070827; 1078344; 1079388 (4/24/9-2/9/10, 2/10/10 ext. trf. to Non-NV Ranch 4/13/11) Calle Mantaro #675 Chongos Alto Huancayo Peru; Jr. Micaela Bastodas S/N El Tambo Huancayo Junin Peru. 963744211; 064639375; 64-994555483. • Samaniego Canchumanya, Rudy 1078589 (3/13/10-8/9/10) Ave 28 De Julio, Chaquicocha, Peru; Carretera A Yauyos S/N, Chaquicocha, S.J. Quero, Concepcion, Junin, Peru. 64830411; 0115164366311. • Tacunan Meza, Leoncio 1078277; 1079608 (4/17/9-11/9/9, 11/9/9 ext., trf. to Estill 7/6/10, trf. to Non-NV Ranch 10/20/10) Santa Magdalena S/N, Canipaco, Chicche, Huancayo, Junin, Peru. 64964407778; 221081; 064-622664. • Guadalupe Loyola, Aurelio 1078336 (7/9/9-12/9/9, 12/10/9 ext. trf. to Estill 11/18/10, 12/10/10 ext.) Jr. Guillermo Miller #421, Junin, Peru. 64-327644; 781036. • Reyes Aquino, Saul 1078271; 1079653 (Trf. to Estill 3/10/9-12/9/9, 12/10/9-12/9/10, trf to Non-NV Ranch 1/25/10) Av. San Martin S/N Chaquicocha Concepcion, S.J.O., Junin, Peru. 64382758; 06462662

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	<ul style="list-style-type: none"> • Quilodran Aguila, Gonzalo Miguel 1081838; 1081857 (4/14/11-2/9/12, trf. to Estill 7/21/11, 4/27/12-1/9/13) Calle Lautaro #150, Puerto Ingeniero Ibanez, XI Region Chile. • Meza Quispealaya, Wilder 1079411 (2/14/12-1/9/13, 1/10/13 ext., trf. to Estill 3/10/13) Anexo Misquipata S/N Chupaca, Junin, Peru. 964234135. • Canchari Sullca, Raul 1070568; 1079072 (trf. to Estill 3/27/13, trf. to Non-NV Ranch 3/25/15) Prolongacion Huari S/N, Huancavelica, Peru; Jr. Los Sauces S/N Palian, Huancayo, Junin, Peru. 6428344. • Jaque Yauri, Jose Carlos 1078386 (trf. to Estill 8/20/10) Jr. Perdo Davila S/N, Barrio Pincha, Chupaca, Junin, Peru. 64-389570. • Palomino Pio, Hector 1077942; 1079231 (trf. to Estill 3/25/13) Jiron Yauri #135, Chaupimarca, Cerro De Pasco, Peru. 011511-5360417; 010194551721; 0639932577; 011-511-063-7999913. • Tacza Castillon, Roy 1078045 (2/10/09 ext., 2/10/10) Chala Alata S/N, S.J.Q. Concepcion Junin, Peru. 5276018; 3715220. 956655598; 926183695. • Huaynalaya Lapa, Hector (*) (*) (*) (*) • Quispealaya Inga, Danilo 1082409 (1/12/18-3/6/18, 3/9/18 ext.) Jr. Hahco Capac S/N, Huachac, Huabichayo, Peru.
Eureka Livestock (#00820)	<ul style="list-style-type: none"> • Oretaga Geronimo, Javier Wilder 1079820 (3/1/13-12/9/13, trf. to Eureka 10/30/13, 12/10/13 ext., 12/10/14) Calle Cacares No. 31 Carhuacayan, Yauli, Junin, Peru. 64-781326; 999904613. • Alonzo Huaire, Marbyn Roy 1070107 (4/10/13-4/9/14, trf. to K&N 11/24/13) Calle Huamachuco S/N, Usibamba, San Jose de Cuero, Concepcion, Peru. 979889573. • Bruno Bruno, Orlando 1079309 (1/13/12-11/9/12, 11/10/12) Usibamba Huancayo Junin Peru. 64-253402. • Bruno Damian, Jayson 1078890 (10/16/10-6/9/11, 6/10/11 ext., 5/10/12) JR. Inca Ripac #1702, El Tambo, Huancayo, Junin, Peru. 64-249210. • Bruno De La Cruz, Jenry 1079987; 1078800; 1079987 (10/16/10-3/9/11, 3/10/11 ext., 7/10/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Anexo Usibamba S/N, S.J. de Quero, Junin, Peru; Tron. Andahuylas S/N, San Jose Quero, Usibamba, Usibamba, Peru. 64-419429; 064621908. • Bruno Inga, Benigno 1078332 (trf. to Eureka 4/9/10) JR. Alonso Mercadillo, Chupaca, Huancayo, Junin, Peru. 64-773143; 208-785-0407; 208-681-9093. • Huaynalaya Salvatierra, Rigoberto 1079915 (8/29/13-1/9/14, 1/10/14 ext.) Huaynalaya Salvatierra, Calle Jose Olaya S/N, Barrio La Union, San Juan De Jarpa, Chupaca, Peru. • Maldonado Valentin, Marcelino 1078163; 1079242 (11/15/11-8/9/12, 8/10/12 ext., 8/10/13 ext.) Jr. Ayacucho #604, Junin, Peru; Jr. iguel Grau Lado Norte 464, Junin, Peru. 344058; 964969958; 064786140. • Maldonado Valentin, Carlos German 1078302 (12/18/12-3/9/13, 3/10/13 ext.) Anexo De Sasicucho S/N, Junin, Peru. 964534025. • Manrique Quispe, Aldo Ivan 1078512; 1079657 (6/5/9-5/9/10, 5/10/10 ext., 5/10/11 ext., 7/25/12-7/9/13) Urb. Gonzales, Pasaje Jose Maria Eguren #161, El Tambo, Huancayo, Peru; Av. Huancayo, Casacancha S/N Ingenio, Huancayo, Junin, Peru. 64761756; 064772717. • Manturano Bruno, Erick 1070502 (2/28/15-8/9/15) Jiron Andahuaylas S/N, Usibamba, S.J. Quero, Concepcion, Junin, Peru. 64621908; 989845034. • Regio Peralta, Idu Roberto 1070242 (1/18/14-9/9/14, 9/10/14 ext.) Jr. Antonio Sucre S/N, Ondores, Junin, Peru. 969604528. • Sosa Tumialan, Celso Domiciano 1070447; 1079042 (1/27/11-12/9/11, 12/10/12 ext., 12/10/13 ext., 5/3/14-2/9/15) Psje Jose Maria Eguren 161 Urb. Gonzales El Tambo Huancayo Junin Peru; Psje Jose Maria Eguren 161 El Tambo Huancayo Junin Peru. 64639109; 954889738; 64388086. • Sosa Tumialan, Cesario Marcelo 1070711; 1079174 (4/29/11-2/9/12, 2/10/10 ext., 2/10/13 ext., 2/10/14 ext., 2/28/15-10/9/15) Psje. Jose Maria Eguren #161, El Tambo, Huancayo, Junin, Peru;

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	<p>Calle Real S/N, Paccaha, Jauja, Junin, Peru; Carretera Central 13, Centro Poblado Paccha Chico, Paccaha, Jauja, Junin, Peru. 64774898; 965830019; 64-761756; 778238.</p> <ul style="list-style-type: none"> • Sosa Tumialan, Maximo Zacarias 1070501; 1077897; 1079241 (10/1/11-8/9/12, 8/10/12 ext., 8/10/13 ext., 10/22/14-8/9/15) Pje. Jose Maria Eguren #161, El Tambo, Junin, Peru. 64774898; 064388086; 064778238. • Sosa Vilca, Alfredo Alejandro 1070448 (9/25/14-2/9/15, 2/10/15 ext.) Psje Jose Maria Eguren 161, El Tambo, Hyo., Junin, Peru. 940159798; 64-774898. • Zevallos Loyola, Perdo Edilo 1078889; 1070243 (9/13/10-6/9/11, 6/10/11 ext., 5/10/12 ext., 12/18/13-5/10/12) Jr. Jose Olaya S/N Yanahuanca Daniel Alcides Carrion. Pasco, Peru; Jr. Simon Bolivar #232, Junin, Peru. 64310607. • Camposano Bruno, Alcides (*) (*) (*) (*) • Soso Tumialana, Celso Domiciliano (*) (*) (*) (*) • Quinones Bruni, Roddy (*) (*) (*) (*) • Zellallos Yantas, Lener Marco (*) (*) (*) (*) • Gomez Villegas, Huis Hugo (*) (*) (*) (*) • Lozona De La Cruz, Brain Jensen (*) (*) (*) (*) • Regio Peralta, Adan Jesus (*) (*) (*) (*) • Soso Vilca, Alfredo Alejandro (*) (*) (*) (*) • Regio Peralta, Roberto Idu (*) (*) (*) (*) • Casallo Guerra, Hermes (*) (*) (*) (*)
F.I.M. Corp. (#01210)	<ul style="list-style-type: none"> • Osorio Menis, Edgar Clemente 1070638; 1079019 (6/9/11-11/9/11, 11/10/11 ext., 11/10/12 ext., 11/10/13 ext., 10/28/14-9/9/15) Jiron Jose Olaya #906, Junin, Peru; Jr. Paraguay S/N, Junin, Peru. 954033516; 064-772738; 978986946. • Arredondo Cajahuanca, Teodomiro 1070191; 1070798; 1078758 (9/1/10-2/9/11, 2/10/11 ext., 2/10/12 ext., 2/10/13 ext., 8/10/14 ext., 3/1/15-1/9/16) Jiron Paraguay #303, Junin, Peru. 64-964055732. • Astucuri Osorio, Jaime Anibal 1070799; 1078697; 1079735 (12/10/9-12/9/10, 2/13/10-12/9/10, 12/10/10 ext., 11/27/12-9/9/13, 11/10/13 ext., 9/10/13-9/9/14, 2/18/15-1/9/16, 1/10/16 ext., 1/10/17 ext., 1/8/18-1/6/19) Astucuri Osorio, Jiron Jauja #270, Junin, Peru. 64-722738. • Cajahuanca Aguilar, Raul 1078021; 1079014 (1/10/10 ext., 11/10/11 ext., 11/10/12 ext., 2/15/14-2/14/15) AV Ferrocarril #106, Junin, Peru; JR. Jorge Chavez #535 Sur, Junin, Peru. 647989754. • Camargo Martinez, Hilario 1070192; 1077874; 1078891 (11/10/09 ext., 12/31/10-11/9/11, 11/10/11 ext., 11/10/12 ext., 1/12/14-8/9/14, 8/10/14 ext.) Jiron Santa Ana #349, Tarma, Junin, Peru; Caserio Yanamachay S/N, Tarma, Peru. 68-321812; 064321130; 986309992; 064321812. • Camargo Martinez, Hugo 1078335; 1078757 (2/9/9-10/9/10, 2/10/10-2/9/11, 2/10/11 ext.) Jiron Colombia #596, Junin Peru; Jr. Jorge Chavez #1317, Junin, Peru. 344-127; 064322439; 0115164344024; 2248670. • Condezo Negrete, Antonio 1077873; 1078992 (2/12/8-9/9/8, 11/10/8 ext., 11/10/9 ext.) 25 de Abril MZ J. LT. 28 Micaela Bastidas, Ate Vitarte, Lima, Peru; Caerio Rocoscoto S/N, Huacar/Ambo Huanuco, Peru. 5833449; 4941522. • Delgado Astuhuaman, Ulises 1079080 (6/9/11-1/9/12, 1/10/12 ext., 1/10/13 ext., 1/10/14 ext.) Jr. Simon Bolivar N2 156, Junin, Peru. 64-344117. • Durand Carhuas, Hasbet Martin 1070277 (12/17/13-10/9/14, 10/10/14 ext.) Calle 27 De Julio C.P.P.J.J., Columbo Pasco, Peru; Clale 27 de Junio S/N Coloujilca, Yanacacha, Pasco, Peru. 64781659. • Huaranga Gallardo, Raul Justiniano 1078542 (3/4/10-7/9/10, 7/10/10 ext., 7/10/11 ext.) Ave Andres Avelino Caceres #291, Junin, Peru; Jr. Commandante Espinar #185, Junin, Peru. 64-344121; 064-310613.

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	<ul style="list-style-type: none"> • Luna Astuhuaman, Raul 1070348; 1079168 (3/24/11-2/9/12, 2/10/12 ext., 2/10/13 ext., 2/11/14-1/9/15, 1/10/15 ext.) MZ. G, Lt. 5, Urbanizacion Los Jardines, El Naranjal, 1a. Etapa, SMP, Lima, Peru; MZ E. Lt. 5 URB. Los Jardines De 2 Naranjal LRA ETA PA, San Martin De Porres, Lima, Peru; MZ G LT. 5 URB. Los Jardines, El Naranjal Primera Etapa, San Martin De Porras Lima Peru. 6651291; 992-265-290. • Osorio Menis, Cesar 1070639 (10/28/14-9/9/15) Jiron Jose Olaya #906, Junin, Peru. 64-772738; 965947989. • Porras Poma, Victor Pascual 1078020 (3/4/8-1/9/9, 1/10/9 ext., 1/10/10 ext.) Jr. Ferrocarril #112-114, Junin, Peru. 64302376. • Quijada Aguilar, Yiyi 1079501 (3/10/12-2/9/13, 2/10/13 ext., 2/10/14 ext.) Ondores Junin, Peru; Jr. Colombia S/N Junin, Peru. 987722013; 064344017. • Yatnas Porras, Antidio Oswaldo 1078224; 1078698; 1079813 (2/9/9-10/9/10, 3/10/10-12/9/10, 12/10/10 ext., 12/10/11 ext., 2/10/13-12/9/13, 12/10/13 ext., 12/10/14 ext.) Jiron Jose Olaya #412, Junin, Peru; Joron Miguel Grau #180, Junin, Peru. 64-345108; 064414672; 064763174; 672-0363. • Porras Huaynate, Armando Luis 1070349 (5/28/14-1/9/15, 1/10/15 ext.) Jiron San Nicolas De Pierola #809, San Pedro De Cajas, Tarma, Junin, Peru. 64627710; 940684412. • Zevallos Grijalva, Ricardo 1078541; 1079736 (2/23/10-7/9/10, 7/10/10 ext., 7/10/11 ext., 6/10/12 ext., 4/16/13-9/9/13, 9/10/13 ext., 9/10/14 ext.) Jr. Huancayo #220, Junin, Peru; Av. La Cantuta #109, Huancayo, Junin, Peru; Av. Cantuta #109 El Tambo, Huancayo, Junin, Peru. 64-301740; 064-419709. • Payano Ricaldi, Hugo Fortunato 1070274; 1077983; 1079015 (12/10/09 ext., 2/10/11-11/9/11, 11/10/11 ext., 11/10/12 ext., 2/11/14-10/9/14, 10/10/14 ext.) Jr. Grau #286, Palcamayo, Tarma, Junin, Peru; Jorge Chavez #535, Junin, Peru; Calle Jr. Jorge Chavez 535, Junin, Peru. 64-301967; 064311427; 064311450; 064628521; 493778; 064783581. • Diaz Quinones, Reynaldo Roger 1070278 (9/16/16-8/8/17, trf to F.I.M. 5/30/17; 8/9/17 ext.) Usibama Av. Arequipa, S/N San Jose De Quero, Concepcion, Junin, Peru. 64631712; 986695843; 064-639230. • Malqui Fernandez, Remi Fernando (*) (*) (*) (*) • Ames Vilchez, Fereil 1082594 (Trf. on arrival to Non-NV Ranch) Barrio San Pedro O/C Huasoar S/N Peru. 64633560. • Laureano Ventocilla, Edgar Eloy 1082496 (10/17/17-8/6/18, 8/9/18 ext.) Jr. Simon Bolivar S/N, Junin, Ondores, Peru. 963925736; 990439235. • Bashualdo Llacza, Jonny Jose 1082495 (8/6/18-8/9/18, 8/8/19 ext.) Yanel Junin, Tayma, Peru. 995901863; 979529217.
Gary Snow Livestock (#02640)	<ul style="list-style-type: none"> • Beraun Aldana, Rey Moises 1079575 (4/15/12-3/9/13) Corpacench S/N Marcapomacocha, Yauli, Junin, Peru; JR Ayacucho N 349, Junin, Peru. 964690521; 064-337759. • Hinostroza Samaniego, Anibal Rusvel 1070952 (*) Avenida 28 De Julio S/N, S.J. Quero, Peru. (*) • Hurtado Echevarria, Edgar Raul 1078614; 1079493 (10/31/9-9/9/10, 11/10/10 ext., 5/5/12-2/9/13, 2/10/13 ext.) Anexo Paccha S/N, Ondores, Junin, Peru. 64-301776; 990566004; 64-783821. • Solorzano Payano, Paul 1078822 (11/20/10-3/9/11, 3/10/11 ext.) Jr. Ayacucho #349, Junin, Peru. 64337759. • Solrazano Payano, Francisco 1078394; 1079289 (4/9/9-2/9/10, 2/10/10 ext., 2/10/11 ext., 12/20/11-9/9/12, 11/10/12, 11/10/13 ext.) Jiron Ayacucho #349, Junin, Peru. 64337759; 064964708385; 064780697. • Machacuay Puris, Saul 1078880; 1079963 (5/18/10-4/9/11, 4/10/11 ext., 4/10/12 ext., 3/12/13-2/9/14) Jr. Jose De La Torre Ugarte #838, Junin, Peru. 64-780697; 064-783582; 064964049686; 064-631698.

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	<ul style="list-style-type: none"> • Zevallos Llacua, Nestor Benito 1070503 (5/10/14-4/9/15, 4/10/15 ext.) Calle Lima #144, La Oroya, Yauli, Junin, Peru. 064391132; 958479244. • Mayorca Lapa, Ruben 1070020; 1078218 (2/5/9-10/9/9, 10/10/9 ext., 10/10/10 ext., 4/6/13-3/9/14) Jiron Antonio Raymondi Pasana S/N, Chupaca, Peru; Calle Simon Bolivar #101, Yanacancha, Peru. 64-784311; 19989973; 064811080. • Soto Meza, Jhonny 1078996 (12/1/10-11/9/11, trf. to Gary Snow 9/8/11, 11/10/11 ext., 11/10/12 ext.) Av. Los Proceres #1461, Chilca Huancayo, Junin, Peru. 64-383351; 64-216040; 064504231. • Rupay Gamero, Wilton Dagoberto 1078983 (4/5/11-11/9/11, trf. to Gary Snow 9/29/11, 11/10/11 ext., 11/10/12 ext.) Jr. Cerro De Pasco #1164, Junin, Peru; Mz. C Lt. 14 Villa Periodista Huanca, Huancayo, Junin, Peru. 64792786. • Cotarate Davila, Anderson Williams 1079021 (1/21/11-12/9/11, trf. to Gary Snow 1/6/12) Jr. Junin #1479, Huancayo, Junin, Peru; Anexo Colpa S/N Chacadalpa, Yauli, Junin, Peru. 115164776572; 064388270. • Rojas Uribe, Juan 1078275 (trf. to Gary Snow 3/30/12) Psje. Maravi S/N, Carmen Alto, Chupaca, Peru. 780062; 064954428683; 783833. • Echevarria Zevallos, Juan Jose 1079202 (6/14/11-5/9/12, 5/10/12 ext., trf. to Gary Snow 7/16/13) Ave Agropecuario #672, Matahuasi Concepcion, Junin, Peru. 64-436035. • Ballazco Samaniego, Ruben Valwish 1078701 (12/10/11-12/9/12, trf. to Gary Snow 3/15/11, 12/10/12-12/12/13) Jr. Antonio Marro S/N, Shicuy Chupaca, Peru. (*) • Astete Ramos, Clever Policarpo 1070777; 1079378 (4/14/14-12/9/14, trf. to Gary Snow 4/11/14, 1/10/15-1/9/16, 1/10/16-1/9/17, trf. to Non-NV Ranch 1/10/17) Iron Alfonso Ugarte S/N, Palcamayo Tarma Junin, Peru. 64-338911; 064-633167.
Grass Valley Ranch LLC (#01336)	<ul style="list-style-type: none"> • Solorzano Martinez, Victor Hiraclio 1070687; 1079438 (4/22/12-1/9/13, 1/10/14 ext., 3/24/15-11/9/15) Jiron Simon Bolivar #406 Este, Junin, Peru; Jr. Av. 06 de Agosto S/N, Ondores, Junin, Peru. 01-6587157; 940141065; 954-408465; 9544084. • Solorzano Martinez, Hugo Humberto 1078755; 1079957 (3/14/13-2/9/14, 2/10/15 ext.) Jr. Francisco Pizarro #342, Junin Peru; Jiron Simon Bolivar S/N, Ondores, Junin, Peru. 9406135; 064964018008; 64964471549; 996045127. • Soto Alvarino, Hugo Inocente 1078517 (11/4/9-6/9/10) Ave 6 De Agosto Ondores Junin Peru. 1980975916.
Green Goat Restoration, LLC (#01287)	<ul style="list-style-type: none"> • Aquino Orellana, Antonio Faustino 1070628 (9/10/14-9/9/15) Calle Buenos Aires S/N, Alata, Manzanares, Concepcion, Junin, Peru. 064-633685; 985802817. • Diaz Macha, Liberato Jacinto 1070977 (*) Santa Rosa De Huallancayo S/N, Chambara, Concepcion, Junin, Peru. (*) • Huaman Aquino, Jhon Rhonald 1070511 (6/6/14-5/9/15) PSJE Chaupimarca S/N Sanos Chico, El Tambo, Huancayo, Peru. 64632613. • Huaman Aquino, Jose Luis 1070065 (4/24/13-3/9/14, 3/10/14 ext.) Barrio Chacapampa S/N, Chahuas-Sincos, Jauja, Junin. 64-632613; 064632616. • Huayre Aquino, Alfredo 1070064 (*) Jr. Jose Olay S/N Usibamba SJ de Quero, Concepcion, Junin, Peru. 964234915; 064626645. • Socualaya Quispe, Arturo 1070143 (6/15/13-5/9/14, 5/10/14 ext.) Chupaca, Junin, Peru; Calle Concepcion S/N, Usibamba, San Jose De Quero, Concepcion, Junin, Peru. 64-628158; 064628985; 992866460. • Morales Damian, Ileseio 1070804; 1078440; 1079466 (2/10/14 ext.) Jiron Piura S/N Usibamba, S. Jose de Quero, Concepcion, Junin, Peru; Anexo Usibamba S/N, S.J.Q, Peru; Estpoca, Junin, Huancayo, Junin, Peru. 64-767036; 064628644; 942340549; 064632823. • Castillo Macha, Pedro (*) (*) (*) (*) • Inga Huayes, Yersi Gilmar (*) (*) (*) (*)

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WRA Member Ranch/ Member Number	2010-2018 Herder(s)/Herder Number(s)/Contract Date(s)/Address(es)/Phone Number(s)
	<ul style="list-style-type: none"> • Jaime Lorera, Rodelson (*) (*) (*) (*) • Soto Gomez, Shayan Wilber (*) (*) (*) (*) • Huaman Aquino, Jose Juis (*) (*) (*) (*) • Socualaya Quispe, Arturo (*) (*) (*) (*) • Huaman Osores, Pablo Angel (*) (*) (*) (*) • Huaman Aquino, Angel Adolfo (*) (*) (*) (*) • Rojas Huaire, Alberth (*) (*) (*) (*)
Jerry Lancaster (#01690)	<ul style="list-style-type: none"> • Solorzano Martinez, Hugo Humberto 1078755; 1079957 (3/13/10-2/9/11) Jr. Francisco Pizarro #342, Junin Peru; Jiron Simon Bolivar S/N, Ondores, Junin, Peru. 9406135; 064964018008; 64964471549; 996045127. • Soto Alvarino, Hugo Inocente 1078517 (*) Ave 6 De Agosto Ondores Junin Peru. 1980975916. • Salorzano Martinez, Victor Mauricio (*) (*) (*) (*)
Jersey Valley Cattle Comp. (#01588)	<ul style="list-style-type: none"> • Inga Huayas, Yersi Gilmer 1079698 (1/29/13-8/9/13) Jiron Francisco Bolognesi S/N Usibamba, San Jose De Quero, Concepcion, Junin, Peru. 64625469. • Orhuela Orihuela, David Fredy 1078967 (12/27/10-10/9/11, 1/21/11-10/9/11, 10/10/11 ext., 10/10/12 ext., trf. to Jersey Valley 4/2/12, trf. to Non-NV Ranch 12/13/12) Barrio Porvenir S/N Chicche, Huancayo, Junin, Peru. 64-81100. • Jaime Lovera, Rodelson 1078640; 1079982 (3/12/13-2/9/14) Usibamba Peru; Av. Brasil S/N Usibamba, S.J. Quero, Concepcion Junin, Peru. 64-781149; 064964940704. • Morales Damian, Ileseio 1070804; 1078440; 1079466 (4/24/12-2/9/13, trf. to Jersey Valley 12/22/12, 2/10/14 ext.) Jiron Piura S/N Usibamba, S. Jose de Quero, Concepcion, Junin, Peru; Anexo Usibamba S/N, S.J.Q, Peru; Estpoca, Junin, Huancayo, Junin, Peru. 64-767036; 064628644; 942340549; 064632823. • Soto Gomez, Shayan Wilber 1078051; 1079068 (3/24/11-1/9/12, trf. to 1/1/12 to Jersey Valley, 1/10/12 ext.) Jr. Junin 1479 El Tambo, Huancayo, Junin, Peru; Jr. Simon Boliva R 240 San Agustin, Huancayo, Junin, Peru. 11511642472; 064501505; 064388270. • Huaman Aquino, Jose Luis (*) (*) (*) (*) • Huaman Aquino, Alfredo (*) (*) (*) (*)
John Espil Sheep Co. Inc. (#01072)	<ul style="list-style-type: none"> • Rueda Pinales, Jose Luis 1012062 (4/9/9-1/9/10) Buenos Aires 36940, Penjamo, GIO, Mexcio. 011-52-1-4691083237. • Alcantara Aro, Vides 1079637 (5/10/12-5/9/13, 5/10/13 ext., 5/10/14 ext.) Yanachancha, Chupaca, Peru. 64-622524. • Alvarado Llalli, Eleazar 1082133 (2/8/17 ext., 2/9/18 ext.) (*) (*) • Alvarez Mayta, Henry 1079969; 1079009 (1/10/13-2/9/14, trf. to Ellison 4/25/13, 2/10/14-2/9/15, 2/10/15) Barrio Huerapoquio S/N Yanchancha, Chupaca, Junin, Peru. 64-439592. • Aquino Pino, Hernan Mamerto 1079127 (2/10/11-2/9/12, 2/10/12-2/9/13) Barrio San Jose de Quero S/N, Concepcion Junin Peru. 064-623058. • Camargo Condor, Luis Anacleto 1078751 (3/19/10-2/9/11, 2/10/11 ext., 2/10/12 ext.) JR. Cahuide S/N, Barrio Pincha, Chupaca, Junin, Peru. 64-243692; 064389539. • Condor Izaguirre, Cesar Jose 1079125 (5/27/11-2/9/12, trf to Non-NV Ranch 10/7/11) Jr. Buenaventura Rey 648 Zona K, S.J. De Dios, San Juan De Miraflores, Lima, Peru. 945884068. • Garcia Gallegos, Cruz 1012292 (11/19/14-10/9/15) Rio Grande, Zacatecas, Mexcio; J Santos Banuelos Viejo, Zacatecas, Mexico. 433-983-4212. • Hernandez Estupinian, Jaime 1012248 (1/9/15-1/10/15) Rio Grande, Zacatecas, Mexico. 4339834148. • Justo Castillo, Lauro 1070789 (3/24/15-1/9/16) Justo Castillo, C.P.M. Huarmapuquio S/N, Junin, Peru. 984170252. • Lopez Yauri, Edgar Raul 1078005; 1079126 (10/8/11-2/9/12, 2/10/12 ext., 2/10/13 ext.) Av. Argentina S/N Barrio Buenos Aires, Chupaca, Junin, Peru. 64389570.

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	<ul style="list-style-type: none"> • Orihuela Camayo, Enrique 1078432; 1079636 (5/23/12-5/9/13, 5/10/13 ext., 5/10/14.) Barrio Centro S/N, Yanacancha, Chupaca, Junin, Peru. 964210967; 064964355936; 064622524; 982796951. • Saucedo Almanza, Adrian 1012083; 1012218; 1012293 (3/16/10-2/9/11, 2/10/11 ext., 2/10/12 ext., 3/15/13-2/9/14, 1/24/15-10/9/15) Rio Grande, Zacatecas, Mexico. 433-983-4121. • Saucedo Zuniga, Enrique 1012118 (3/25/11-2/9/12, 2/10/12 ext.) Banuelos Viejo, Sombrerete, Zacatecas, Mexico. 011-52-433-983-4037. • Saucedo Zuniga, Martin 1012167; 1012246 (3/14/12-2/9/13, 3/15/14-1/9/15, 1/10/15 ext.). Rio Grande, Zacatecas, Mexico. 52-433984426. • Vasquez Veliz, Segundo 1070650; 1078048; 1079204 (8/27/11-6/9/12, 3/10/11 ext., 3/10/11 ext., 5/10/12 ext., 6/10/13 ext., 6/10/14 ext., 4/10/15-10/9/15) Jiron Miguel Grau #533, Barrio La Victoria, Junin, Peru; Jr. San Martin S/N La Libertad, Chupaca, Junin, Peru; Jr. Andre Aravco S/N Barrio La Perlo Chupaca Junin Peru. 64623337; 064389750. • Yauri Aliaga, Wilfredo Bernardino 1078384 (6/27/9-1/9/10, 1/10/10 ext.) Ave. Argentina S/N, Chupaca Peru. 64389570. • Yauri Antezano, Augusto Teofilo 1078383; 1079128 (2/25/9-1/9/10, 1/10/10 ext. 3/31/11-2/9/12, 2/10/12 ext., 2/10/13 ext.) Joron Pedro Davila S/N, Chupaca Huancayo Peru; Jr. Perdo Davila 1198, Barrio Pincha, Chupaca, Junin, Peru. 64-439059; 064964970659; 954944538. • Parada Saucedo, Braulio 1012130 (4/18/11-4/9/12, 4/10/12 ext., 4/10/13 ext.) Rio Grande, Zacatecas, Mexico; Calle Lopez, Portillos #27, Sombrerete, Zacatecas, Mexico. 52-4339834426; 433-983-2540. • Saucedo Almanza, Juan Carlos 1012211 (3/15/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) (*) 433-983-4121; 433-983-3407. • Saucedo Zuniga, Raul 1012168 (3/14/12-2/9/13, 2/10/13 ext., 2/10/14 ext.) J. Santos Banuelos Viejo, Zacatecas, Mexico. 4339834037. • Saucedo Almanza, Juan Carlos 1012211 (3/15/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) (*) 433-983-4121; 433-983-3407. • Yauri Aliaga, Beltran 1078752; 1079997 (3/10/10-2/9/11, 2/10/12 ext., 4/20/13-2/9/14, 2/10/14 ext.) Av. Argentina CD 15, Chupaca, Junin, Peru. 64954453363; 06462762; 064627612. • Yauri Aliaga, Javier Rolando 1070367 (3/25/14- 1/9/15) Avendia Argentina S/N, C-14, Barrio Buenos Aires, Chupaca, Junin, Peru. 985727525. • Borja Barja, Elvis Ulises 1077999; 1079007 (11/10/11 ext., trf. to John Espil 4/12/12) JR Pucates S/N, Vilcacoto, Huancayo, Junin Peru. 4584364; 064775175. • Esteban Huaracayo, Elias Constantion (*) (*) (*) (*) • Hernandez Estupinan, Jose David (*) (*) (*) (*) • De La Cruz Camayo, Felix (*) (*) (*) (*) • Alvarado Lialle, Carlos (*) (*) (*) (*) • Contreras Ricaldi, Ezequiel Gualberto (*) (*) (*) (*) • Saucedo Conde, Jorge Armando (*) (*) (*) (*) • Vasquez Reyes, Juan Carlos (*) (*) (*) (*) • Rivadeneyra Gallardo, Jose Luis (*) (*) (*) (*) • Huaman Ccanto, Jaime (*) (*) (*) (*) • Huaman Machacca, Emilio (*) (*) (*) (*) • Pacheco Lucas, Edwin (*) (*) (*) (*) • Avila Isidro, Abel Bernardo (*) (*) (*) (*) • Saucedo Zuniga, Martin (*) (*) (*) (*) • Saucedo Zuniga, Enrique (*) (*) (*) (*) • Aquilar Saucedo, Jorge (*) (*) (*) (*) • Saucedo Conde, Abraham (*) (*) (*) (*)

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	<ul style="list-style-type: none"> • Hinojazo Almarza, Pablo (*) (*) (*) (*) • Damian Huaman, Teodaro (*) (*) (*) (*) • Ibarra Salazar, Lucio Dario (*) (*) (*) (*)
John M. Olagaray DBA Five-O-Ranch (#02170)	<ul style="list-style-type: none"> • Ventocilla Victoria, Dino Rafael 1078823 (5/13/10-3/9/11, 3/10/11 ext., 3/10/12 ext.) Jr. Jorge Chavez #120 Lado Sur, Junin, Peru; Av. Chacamarca 250 Lado Sur, Junin, Peru. 64-969339359; 064964854275. • Ventocilla Victorio, Limoel Benjamin 1078824; 1078824; 1079959 (10/12/10-3/9/11, 3/10/11 ext., 3/10/12 ext., 3/5/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Jorge Chavez #120 Lado Sur, Junin, Peru; Jr. Mariano Melgar 203 Ondores Junin Peru. 649483409; 063963909751; 956681886; 064783591. • Ventocilla Victorio, Melquiades Amelio 1070404; 1078932 (3/8/11-8/9/11, 8/10/11 ext., 8/10/12 ext., 8/10/13 ext., 3/13/14-2/9/15, 2/10/15 ext.) Av. Jorge Chavez #120, Junin, Peru. 64-302388. • Miguel Blanco, Elmer Jesus (*) (*) (*) (*) • Justo Castillo, Lauro (*) (*) (*) (*) • Palomino Huaman, Miqueas Nahum (*) (*) (*) (*) • Terrel Barrera, Edson Evert (*) (*) (*) (*) • Valerio Ricapa, Franklin Juan (*) (*) (*) (*) • Ayala Nalvarte, Juan Jose (*) (*) (*) (*) • Guadalupe Zevallos, Antonio (*) (*) (*) (*)
John Uhalde & Co. (#02840)	<ul style="list-style-type: none"> • Orihuela Camayo, Terencio Ezequiel 1078406; 1079599 (2/10/10 ext., 4/13/12-3/9/13, 3/10/13 ext., 3/10/14 ext.) Jr. Jose Balta #351, Chilca Huancayo, Peru; C.M.P. De Palca Concepcion S/N, Jesus-Lauricocha, Huanuco, Peru. 64-213569; 011-51-62-797565. • Martinez Martinez, Elias 1012114; 1012170; 1012206 (3/12/11-2/9/12, 3/15/12-2/9/13, 3/15/13-2/9/14) San Pedro Gregorexe Cp. 71506, Ocotlan de Morelos, Oaxaca Mexico 52-19511044571; 951-1700-479.
K & N Livestock (#001633)	<ul style="list-style-type: none"> • Bruno Damian, Leonard Rolan 1070042; 1078854 (trf. to K & N 10/1/10, trf. to Rafter 7 12/6/10, trf to K & N 3/31/11, 4/10/12 ext., trf. to K & N on 11/27/12, trf. to Ellison Ranching on 6/25/12) Pasaje Salcantay Manzana S Lt. 1 of El Tambo, Urbanizacion Santa Barbara, Huancayo, Junin, Peru. 64-772663; 017258136. • Bruno Damian, Percy 1070043; 1078292; 1078855 (4/24/10-4/9/11, 4/10/11 ext., 3/10/14 ext., 3/10/15 ext.) Pasaje Salcantay Manzana S Lote 1, Urbanizacion Santa Barbara, El Tambo, Huancayo, Junin, Peru; JR. Arequipa S/N, Lt. 1 Urb. Santa Barbara, Huancayo, Junin, Peru. 64-772663; 64-419429; 956609006; 064772667. • Buendia Sedano, Walter 1070885 (3/31/15-2/9/16) Jiron Miguel Grau S/N, Pilcomayo, Huancayo, Junin, Peru. 64632154. • Ccente Simon, Emerzon 1070884 (3/31/15-2/9/16) Jiron Humbolt #215, Huancayo, Junin, Peru. 064-784767; 064632787. • Damian Damian, Felix Teodoro 1070484 (4/23/14-3/9/15, 1/10/15 ext.) Barrio San Francisco De Salvio S/N, Usibamba, S.J. Quero, Concepcion, Junin, Peru. 64626595. • Torres Noya, Fredy Sabino 1079193 (4/10/12 ext.) Ronatullo, Comas, Concepcion, Junin, Peru; Jr. Monsenor Irazola S/N Andamarca, Concepcion, Junin, Peru. 64-794651. • Torres Recuay, Diego Dael 1070483; 1079194 (trf. to K & N 9/27/12, 4/10/12 ext., 4/10/13 ext., 8/14/14-3/9/15, 3/10/15 ext., trf. to Non-NV Ranch 6/19/15) Calle Principal S/N Auray, Chilca, Huancayo, Junin, Peru. 64777189; 64772667. • Coteria Morales, Oscar 1078441; 1079462 (4/23/9-2/9/10, trf. to 1/5/10, 2/10/10 ext., trf. to Non-NV Ranch 8/3/10) Calle Piura La Mar S/N Usibamba, S.J. Quero, Concepcion, Junin, Peru; Lama y Piura S/N Usibamba, Junin, Peru; Calle Piura La Mar S/N Usibamba San Juan De Quero Concepcion Junin Peru. 64767036; 064 035399; 2088168588; 064620478.

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	<ul style="list-style-type: none"> • Porta Fierro, Florencio 1077953; 1079745 (6/20/8-1/9/9, 1/10/9 ext., trf. to K & N 11/24/9, trf to Non-NV Ranch 10/24/10) Jr. Jorge Chavez 535 Junin, Peru; Barrio Pititayo S/N, Chicche, Huancayo, Junin, Peru. 64493778; 064811310; 064620951. • Cotarate Davila, Anderson Williams 1079021 (1/21/11-12/9/11, trf. to K & N 11/15/11, trf to K & N 12/10/11, trf. to Gary Snow 1/6/12) Jr. Junin #1479, Huancayo, Junin, Peru; Anexo Colpa S/N Chacadalpa, Yauli, Junin, Peru. 115164776572; 064388270. • Alonzo Huaire, Marbyn Roy 1070107 (4/10/13-4/9/14, trf. to K & N 11/24/13) Calle Huamachuco S/N, Usibamba, San Jose de Cuero, Concepcion, Peru. 979889573. • Soto Gomez, Shayan Wilber 1078051; 1079068 (3/24/11-1/9/12, trf. to K & N 9/15/11, trf to Jersey Valley on 1/1/12) Jr. Junin 1479 El Tambo, Huancayo, Junin, Peru; Jr. Simon Boliva R 240 San Agustin, Huancayo, Junin, Peru. 11511642472; 064501505; 064388270. • Bruno Damian, Michael Leoard 1078293; 1079554 (*) PSJE Salkantay S-01 El Tambo, Huancayo, Junin, Peru. 64-772663; 017258136.
Need More Sheep Co. (#02112)	<ul style="list-style-type: none"> • Alvarez Huaynalaya, Joel 1070019 (4/6/13-3/9/14, 3/10/14 ext., 3/10/15-3/9/16) C.P. Achipampa, S/N, Yanacancha, Chupaca, Junin, Peru. 993390686. • Aranda Samaniego, Medardo Javier 1082037 (*) (*) (*) • Benites Curilla, Leoncio 1070361 (3/18/14-1/9/15, 1/10/15 ext.) Avwnda 28 de Julio S/N, Viques, Huancayo, Junin, Peru. 963518173; 775-591-0438. • Camargo Mayta, Over 1070358 (3/18/14-1/9/15) Avenida Cunas S/N, S.J. Jarpa, Chupaca, Junin, Peru; HCR 33 Box 33920, Ely, NV, USA. 64-623497; 775-5910438. • Chambergo Rutte, Wilmar 1070356; 1079153 (3/10/11-2/9/12, 2/10/12 ext., 2/10/13 ext., 3/18/14-1/9/15 JR. San Martin #503, San Carlos, Huancayo, Junin, Peru; Barrio Archi S/N Chicche, Huancayo, Junin, Peru. 64-200422; 775-5910438. • Cordova Martinez, Napoleon Michael 1070081 (5/14/13-4/9/14, 4/10/14 ext.) Cordova Martinez, Joron Cachapampa S/N, Huancayo, Peru. 011-5164-222554. • Estrada Vicente, Edison Litman 1070359 (4/18/14-1/9/15, 1/9/15 ext.) Plaza De Armas S/N, Carca, Yauyos, Lima, Peru. 64792587. • Garcia Reyes, Elvis Ulises 1081780; 1081860 (4/21/9-1/9/10, 1/10/11 ext., 3/28/12-2/9/13, 2/10/13 ext., 2/10/14 ext.) Calle Rene Schneider #45, Coyhaique XI Region Chile. (*) • Maximilian Tacuri, Favio Aniceto 1079559 (4/24/12-2/9/13) Jr. San Martin S/N, Junin, Peru. 7755910438; 979885239. • Quispe Barreto, Fidel 1070363 (3/18/14-1/9/15, 1/10/15 ext.) Calle Simon Bolivar S/N, Pumpunya, Chongos Bajo, Chupaca, Junin, Peru. 64629755. • Rodriguez Aliaga, Abnert Wilson 1070360 (3/18/14-1/9/15, 1/10/15) Avendia Lunahuana S/N, Huantan, Yauyos, Lima, Peru. 945252051. • Sanchez Sanchez, Alfredo 1079151 (3/30/11-2/9/12) Jr. Antonio De Zela #285, Chilca Huancayo, Junin, Peru; Santa Magdalena S/N, Chicche, Huancayo, Junin, Peru. 64-632909. • Toralba Rodriguez, Alan 1079983 (5/2/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Pasaje San Miguel S/N, Viquez, Peru; Av. Huascar S/N Viques, Huancayo, Junin, Peru. 64777155; 0115164761134; 01151964888225. • Vicente Tixe, Lucio Marcelino 1070015 (4/5/13-3/9/14, 3/10/14 ext., 3/10/15 ext.) Cacara S/N, Yauyos, Lima, Peru. 949877438. • Vidal Almonacid, Justiano 1078710 (3/16/10-1/9/11, 1/10/11 ext., 1/10/12 ext.) Anexo Aychana, Concepcion, Junin, Peru; Jr. Pucatea S/N, Huancayo, Junin, Peru. 64775179. • Vidal Almondacid, Agosto Rogelio 1079400 (2/15/12-1/9/13, 2/15/12-1/9/13, trf. to Non-NV Ranch 6/12/12) Jr. Pucatea S/N, Vicacoto, Huancayo, Junin, Peru; Anexo Aychana S/N Comas, Concepcion, Huancayo, Junin, Peru. 64219943.

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	<ul style="list-style-type: none"> • Huairé Lapa, Saturnino 1079152 (3/24/11-2/9/12, 2/10/12 ext., 2/10/13 ext.) Jr. Antonio De Zela #643, Chilca Huancayo, Junin, Peru; Calle Vista Alegre S/N Chupuro, Huancayo, Junin, Peru. 64-774908. • Huayre Lapa, Wilder 1079353 (11/10/13 ext.) Barrio Porvenir S/N Chicche, Huancayo, Junin, Peru. 64798451. • Mayorca Archi, Vito 1070013; 1078738 (3/16/10-1/9/11, 1/10/11 ext., 1/10/12 ext., 4/6/13-3/9/14) Jiron Real #92, Yanacancha, Peru; Psje Real #92, Achipampa Yanacancha Chupaca Junin Peru. 64-811080. • Orihuela Taquia, Percy 1070354; 1078296; 1079150 (3/22/9-11/9/9, 11/10/9 ext., 11/10/10 ext., 3/30/11-2/9/12, 2/10/12 ext., 2/10/13 ext., 3/18/14-1/9/15, 1/10/15 ext.) PSJE 28 De Julio S/N, Chicche, Huancayo, Junin, Peru; Av. Manco Capac S/N Viques, Huancayo, Junin, Peru. 64777155; 064795093. • Quinonez Huaynalaya, Alfredo 1070782; 1078297; 1079556 (3/22/9-11/9/9, 11/10/9, 11/10/10, 3/20/12-2/9/13, 3/10/13 ext., 2/10/14 ext., 2/18/15-1/9/16) Calle Tupac Amaru 45 Anx Achipampa, Yanacancha Chupaca, Junin, Peru. 64629923; 64811080; 064830106; 064630501. • Quinonez Huaynalaya, Isidro 1070357 (3/18/14-1/9/15, 1/10/15 ext.) Calle Tupac Amaru #48, Achipampa, Yanacancha, Chupaca, Junin, Peru. (*) • Rivas Reyes, Leonet Eleodoro 1081766; 1081859 (3/19/9-1/9/10, 1/10/10 ext., 1/10/11 ext., 3/28/12-2/9/13, 2/10/13 ext., 2/10/14 ext.) Pasaje Rio Pascua 2694, Pobl. Almirante Simpson, XI Region Chile. 211-463. • Rivas Reyes, Luis Herardo 1081767; 1081889 (2/20/9-1/9/10, 1/10/10 ext., 4/17/14-1/9/15, 1/10/15 ext.) Poblacion Clotario Blesst 2DA Etapa Calle Valle, Colonia #3163 Chile; Calle Valle Cononia #3163 2DA Etapa Pobl. Clotario, Blesst Chile; Trapananda 3131, Coyhaique XIV Region, Chile. 01156-95-12-9781; 88357851. • Pena Taquia, Jaime 1070014; 1078711 (3/13/10-1/9/11, 1/10/11 ext., 1/10/12 ext., 3/10/14 ext., 4/16/13-3/9/14, 3/10/15 ext.) Joron Antonio De Zela #643, Chilca, Huancayo, Junin, Peru. 996451691; 064774197; 64804940. • Lapa Villalva, Damian 1070016 (4/6/13-3/9/14, 3/10/14 ext., 3/10/15 ext.) Barrio Santa Cruz de Huancayo Corral, Huancayo, Junin, Peru. 64773931. • Guerra Segura, Julio Gualberto 1079558 (4/14/12-2/9/13, 2/10/13 ext., 2/10/14 ext., trf to Non-NV Ranch 6/12/12) Av. Husaris de Junin S/N Corpacancha Junin Peru. (*) • Vega Igor, Ariel Rolando 1081807 (6/10/10-12/9/10, 12/10/11 ext., trf. to Non-NV Ranch 10/11/10) Rio Oscuro #439, Poblacion Almirante Simpson, Coyhaique XI Region, Chile. (*) • Mayorca Lapa, Ruben 1070020; 1078218 (4/6/13-3/9/14) Jiron Antonio Raymondi Pasana S/N, Chupaca, Peru; Calle Simon Bolivar #101, Yanacancha, Peru. 64-784311; 19989973; 064811080. • Laureano Aliaga, Samuel Luis (*) (*) (*) (*) • Uribe Salvador, Kevin Yerson (*) (*) (*) (*) • Gomez Villegas, Luis Hugo (*) (*) (*) (*) • Pariona Huaman, Felix Milton (*) (*) (*) (*) • Hernandez Rodriguez, Juan Gerardi (*) (*) (*) (*) • Vicente Tixe, Lucio Morcelino (*) (*) (*) (*) • Ordaya Toribio, Efraín Rolando (*) (*) (*) (*) • Ayllan Hilario, Derey (*) (*) (*) (*) • Rivas Reyes, Luis Herardo (*) (*) (*) (*) • Baquerino Canario, Luis Miguel Erasmo (*) (*) (*) (*) • Blanco Yuriuilca, Luis Marco (*) (*) (*) (*) • Valdez Bravo, Gelmar (*) (*) (*) (*) • Quiliano Cobaqui, Cesar Daniel (*) (*) (*) (*)

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WRA Member Ranch/ Member Number	2010-2018 Herder(s)/Herder Number(s)/Contract Date(s)/Address(es)/Phone Number(s)
	<ul style="list-style-type: none"> • Julca Ramos, Elmer (*) (*) (*) (*) • Yantas Rojas, Francisco Segundo (*) (*) (*) (*) • Huaman Pena, Angel (*) (*) (*) (*) • Quispe Barret, Fidel (*) (*) (*) (*)
Paris Livestock (#02265)	<ul style="list-style-type: none"> • (*)
Rafter 7 Sheep Co./Rafter Merinos Sheep Co. (#02324)	<ul style="list-style-type: none"> • Cruz Flores, Alejandro 1078713 (4/2/10-12/9/10, 12/10/10 ext., 12/10/11 ext.) Jr. Isidoro Suarez #852, La Vasur Junin, Peru; JR. Cerro De Pasco 280 Ladonorte, Junin, Peru. 64-789951; 064344151. • Guerra Ordonez, Elias Benigno 1070392 (10/8/14-2/9/15, 2/10/15 ext.) Anexo Chala S/N S.J. Quero, Concepcion, Junin, Peru. 64628319; 064628329. • Guerra Samaniego, Admildo 1077884; 1079051 (2/2/11-12/9/11) Jiron Rosario S/N, Barrio Buenos Aires, Chupaca, Concepcion, Peru; Av. 24 De Junio Barrio Yauyo #254, Chupaca, HYO Junin, Peru. 64-439527. • Guerra Samaniego, Cley 1079458 (8/6/12-2/9/13, 2/10/13) Jr. Rosario S/N, Chupaca Huancayo Junin, Peru. 64-417068; 64-439779; 783750. • Guerra Samaniego, Eduard 1078712; 1079953 (3/13/10-12/9/10, 12/10/10 ext., 12/10/11 ext.) Ave 24 De Junio #254, Chupaca Huancayo Peru; PJ. Santa Rosa SN., Chupaca, Junin, Peru; Jiron Rosario S/N, Chupaca, Huancayo, Peru; Jr. Andrea Araujo S/N La Libertad, Chupaca, Junin, Peru. 64-417068; 772972; 064782077. • Maita Manrique, Ben Jim 1078011; 1079056 (3/5/11-1/9/12, 1/10/12 ext., 1/10/13 ext.) Jr. Manchego Munoz 177 El Tambo, Huancayo, Junin, Peru. 64366275; 64-203934; 064762452. • Manrique Miranda, Cesar Paul 1078302 (3/9/9-11/9/9, 3/16/10 ext., 11/10/10 ext.) Av. Alfonso Ugarte 1198 Pueblo Nuevo, Chinchu, Ica, Peru; Av. Manchego Munoz #177, El Tambo Huancayo, Peru. 4203934; 64-252191. • Manrique Miranda, Francisco Ramiro 1078337; 109057; 1079844 (12/10/9 ext., 4/5/11-1/9/12, 12/10/3/7/13-1/9/14) Ave. Manchego Munoz #177, El Tambo, Huancayo, Junin, Peru. 64203934; 998889198. • Orihuela Lozano, Saturnino Filomeno 1077898; 1079054; 1079580 (3/16/10 ext., 2/23/11-1/9/12, 1/10/12 ext.) Jr. Jose Chavez #1447, HYO Junin Peru; Jr. Jose Galvez 1447 Ocopilla, Huancayo, Junin, Peru. 3644570; 064203177. • Reyes Peinado, Gerardo Jorge 1077899; 1079055 (3/16/10 ext., 3/3/11-1/9/12, 1/10/12 ext., 1/10/13 ext.) Calle Cahuide S/N Chaquicocha, San Jose De Quero, Concepcion, Junin, Peru; IER. Cuartel S/N Anexo Chaquicocha Huancayo Junin Peru. 64439540; 064634713. • Porta Roman, Jorge Hermogenes 1079357 (3/19/12-12/9/12, 12/10/12 ext., 12/10/13 ext.) Ave La Molina #1350, Urb. Sol De La Molina, Lima, Peru; Asoc. De Pobladores San Francisco de Asis Mz. C Lt. 24, Ato. Lima, Peru. 1-4790937; 285-1797 • Alania Laureano, Florencio. 1070742. (12/10/14-12/9/15, 1/17/15-12/9/16, 12/10/16 ext., 12/10/16-12/8/17, 1/8/18-1/6/19) Paraje Huagapo S/N, Palcamayo, Tarma, Junin, Peru; Chupaca, Peruano. 064-627910; 064-584151. • Lozano Hinojosa, Demetrio 1070744; 1078127; 1079275. (11/10/14 ext., trf. to Rafter 7 on 3/5/14, 5/7/15-12/9/15) Calle Maria Parado De Bellido S/N Peru; Calle Mario Parado Bellido S/N Chicche HYO, Huancayo, Junin, Peru. 064-634604; 992-108096; 064964392761; 964265355. • Varillas Limaco, Wilder Ivan 1070571; 1078917 (9/15/10-8/9/11, 8/10/11 ext., 9/18/14-8/9/15) Avendia Arevalo #789, Santa Rosa de Saco, Yauli, Oroya, Peru. 64391913; 64509461. • Aguilar Saucedo, Jorge 1012346 (11/10/16 ext., trf. to Rafter 7 on 6/15/17, 11/9/17 ext., 11/3/18-10/6/19, 10/8/19 ext.) Guada Lupe. Matinez Silva, Calle del Sol #1 interior #10224, Acienda Unibersida #Juernez. (775) 385-5739; 656-127-62-63.

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	<ul style="list-style-type: none"> Guerra Ordonez, Eder 1079906 (4/25/13-1/9/14, trf. to Rafter 7 on 5/22/13, 1/10/14 ext., 1/10/15 ext.) Barrio Buenis Aires, Chala, San Jose De Quero, Concepcion, Peru. 961878221; 064621496. Vilchez Ricardo, Percy 1079213; 1079553 (3/3/12-2/9/13, trf. to Rafter 7 Sheep on 5/20/12, 2/10/13 ext., trf. to Rafter 7 Merinos 12/31/13, 2/10/14 ext.) Nueva Oruaizacion Los Frutales, Mala, Lima, Peru; Mz. E Lt. 38 Urb. Los Frutales, Mala, Canete, Lima, Peru; Calle Los Frutales Mz. E Lt. 38 Mala, Lima, Peru. 694-1386. Meza Silva, Filio Dante 1079425 (trf. to Rafter 7 Merinos 12/19/13, 1/10/14 ext.) Jr. Quintana S/N, San Pedro De Cajas, Tarma, Junin, Peru. 64620810. Bruno Damian, Leonard Rolan 1070042; 1078854 (4/10/12 ext., trf. to Rafter 7 Sheep 12/6/10, trf. to K & N 3/31/11) Pasaje Salcantay Manzana S Lt. 1 of El Tambo, Urbanizacion Santa Barbara, Huancayo, Junin, Peru. 64-772663; 017258136. Ucharima Chihuan, Edwin Edgar 1078241; 1079436 (3/6/12-1/9/13, trf. to Rafter 7 Merinos 12/6/13, 1/10/13 ext., 1/10/14 ext.) Cochach Chico 499 El Tambo, Huancayo, Junin, Peru; Jr. Tumbes #620, Urb. Alborada El Tambo, Huancayo, Junin, Peru. 964444489; 064122660; 0115164794911. Calzada Rimac, Elmer David 1082264 (11/9/17 ext., Trf to Rafter 7 11/13/17, 11/8/18 ext.) Tielacayan Cerro De Pasco, Peru. 930136796; 982834105. Meza Orihuela, Hugo (*) (*) (*) (*) Adriano Aldama, Bernardino (*) (*) (*) (*) Adriano Macha, Isidro (*) (*) (*) (*) Jacinto Balbin, Hector Raul (*) (*) (*) (*) Vargas Grados, Marco Antonio (*) (*) (*) (*) Soto Salvador, Yemel (*) (*) (*) (*) Cunyas Torres, Mauricio Cosme (*) (*) (*) (*) Meza Quispealaya, Wilder (*) (*) (*) (*) Chuco Canchihuan, Guillermo (*) (*) (*) (*) Florres Romero, Modesto (*) (*) (*) (*) Leon Carhuaz, Bartolome (*) (*) (*) (*) Alvarez Quiquia, Juan Santiago (*) (*) (*) (*)
Robert A. Stayer (#02678)	<ul style="list-style-type: none"> Alvarado Payano, Wilfredo 1078409 (2/10/10-2/9/11, 2/10/11-2/9/12) Psje. Sr. De Muruhay MZ 1 LT 3, El Tambo, Huancayo, Peru. 64-252543.
Silver Creek Ranch, Inc. (#02650)	<ul style="list-style-type: none"> Vargas Grados, Marco Antonio 1070486 (4/29/14-3/9/15, 3/10/15 ext.) Jiron Yarus Yanayacu S/N, Tielacayan, Pasco, Peru. 966146586. Arriagada Gangas, Sergio Sebastian 1081762; 1081882 (4/10/13-4/9/14) Los Chilos 599, Cochrane, Chile. 770551192. Caucaman Nahuel, Ariel Andes 1081881 (6/4/13-4/9/14, 4/10/14 ext., 4/10/15 ext.) Pasaje Arturo Prat #335, Cochrane, Chile. 82600252. Limache Alonzo, Nicomedes 1078220; 1079551 (10/10/9 ext., 10/10/10 ext., 3/22/12-2/9/13) Anexo Vilcacoto S/N, Huancayo, Junin, Peru; Pasaje Aliaga N 152 Viccacoto HYO, Huancayo, Peru; Psje. Aliaga 152, Vilcacoto, Huancayo, Junin, Peru. 115164795394; 06496466010; 011-51-64-769063; 064-782749; 064-630038. Orihuela Quispe, Maximo 1070825; 1079552 (3/22/12-2/9/13, 2/10/13 ext., 2/10/14 ext., 4/14/15-2/9/16) Jr. Los Incas Acocancha #21, Yanacancha, Huancayo, Junin, Peru. 64628549; 99289099. Poma Fernandez, Julio Severo 1077971; 1079095 (12/10/9 ext., 3/5/11-1/9/12, 1/10/12 ext.) Ave Huaytapallana #535, Unas Huancayo Junin Peru. 64795177. Vargas Rimac, Jose Luis 1079821 (2/28/13-12/9/13, 12/10/13 ext., 12/10/14 ext.) Jiron Jose Carlos Mariategui #35, Tielacayan, Pasco, Cerro De Pasco, Peru. 976011681.

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	<ul style="list-style-type: none"> • Vasquez Haro, Jose Nectaliz 1081813 (2/25/10-1/9/11, 1/10/11 ext., trf to Non-NV Ranch 12/15/11) • Vega Igor, Ariel Rolando 1081807 (6/10/10-12/9/10, trf. to Non-NV Ranch 10/11/10) Rio Oscuro #439, Poblacion Almirante Simpson, Coyhaique XI Region, Chile. (*) • Arriagada Gangas, Carlos Anibal 1081836; 1081886 (1/10/11-1/9/12, trf. to Silver Creek 6/26/11, 1/10/12 ext., 1/10/12 ext., 9/10/13-1/9/14, 9/10/14 ext.) PSJE Los Chilcos #599, Cochrane XI Region Chile. 56974636987. • Ricaldi Condor, Robert William 1079500 (4/13/12-2/9/13, trf to Silver Creek 9/26/12, trf. to Non-NV Ranch 10/25/12) Jr. Brasil #143, Junin, Peru. 7850794; 996205010. • Santana Chuquillanqui, Robert Roy 1078588; 1079664 (8/28/12-7/9/13, trf. to Silver Creek 10/24/12, trf. to Non-NV Ranch 6/17/13) 22 Anos De Edad, Peru; Jr. Ramon Castilla S/N Chaquicocha San Jose De Quero Concepcion Junin Peru. 17792760; 017650324; 064623525. • Osorio Geronimo, Javier Wilder (*) (*) (*) (*) • Nestares Castaneda, Yefri (*) (*) (*) (*) • Bejarano Lozano, Luis Edwin (*) (*) (*) (*) • Roman Siuce, Gregorio (*) (*) (*) (*) • Quispealaya Quispealaya, Alcides (*) (*) (*) (*) • De La Cruz, Felix (*) (*) (*) (*) • Machacuay Onofre, Filder (*) (*) (*) (*) • Macha Rojas, David (*) (*) (*) (*) • Jacinto Balbin, Lolandes (*) (*) (*) (*)
Sorensen Livestock Inc. (#02669)	<ul style="list-style-type: none"> • (*)
Southern Nevada Water Authority (#02670)	<ul style="list-style-type: none"> • Inga Quispealaya, Enrique Eleuterio 1070270 (12/13/13-10/9/14, trf. to Non-NV Ranch 10/9/14) Anexo San Pedro Desulcan S/N S.J. Quero, Concepcion, Junin, Peru. 64629909. • Cantaro Castillo, Americo 1078430 (2/20/9-12/9/9, 12/10/10 ext.) Calle Real S/N Achipampa Yancancha, Chupaca, Junin, Peru. (*) • Castillon Camposano, Basillio 1078136 (5/10/9 ext., 5/10/10 ext.) Av. Huancayo S/N Anexo De Llamapillon, Chongos Alto, Huancayo, Junin, Peru. 3641621. • Roman Roman, Victor Raul 1078294 (4/11/9-11/9/9, 3/17/10 ext., 11/10/10 ext.) Pasaje Los Lirios #146, Cerrito La Libertad Huancayo Peru. 215436; 7623559; 064504166. • Cerron Artica, Ruben 1079925; 1078625 (2/16/10-10/9/10, 10/10/10 ext., 10/10/11 ext., 10/10/12 ext., 3/19/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Ahuac Mahuin Puguio; Barrion San Pedro De Huascar S/N Yanacancha, Chupaca, Peru; Asoc. Viv. Sentor De La Solodad "MZ" "A" Lt. 01, Lima, Peru; Cerron Artica #79925, Distrito Yanacancha S/N, Chupaca, Junin, Peru. 830483; 064830433; 511-3034574; 0115164626535. • Clemente Garcia, Eugenio 1070592 (8/29/14-8/9/15) Carretera Huancayo, Yauyos #26, San Pedro de Huascar, Yanacancha, Chupaca, Junin, Peru. 011-51-64-626412; 990226541. • Clemente Garcia, Pepe 1070593 (8/29/14-8/9/15) Carretera Huancayo, Yauyos #26, San Pedro de Huascar, Yanacancha, Chupaca, Junin, Peru. 969350515. • Condor Huaranga, Amilcar 1079911 (5/7/13-1/9/14) Barrio Santa Rosa S/N Ulcumayo, Junin, Peru; Jiron Sucre #336, Junin, Peru. 011-51-988625838; 959261525. • De La Cruz Bejarano, Teofines 1070249 (10/3/13-9/9/14, 11/10/14 ext.) Anexo Achipampa S/N Yanacancha, Chupaca, Junin, Peru; Villa Vista, Vista Alegre, S/N, Huancayo, Junin, Peru. 968864733; 011-51-064-629892. • Huaynalaya Clemente, Edison 1070888; 1070342; 1078977 (*) (*) 01151-992-673306. • Orihuela Alcantara, Rudi 1070514 (6/6/14-5/9/15, 5/10/15) San Pedro De Huascar S/N, Yanacancha, Chupaca, Junin, Peru. 64631978.

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	<ul style="list-style-type: none"> • Orihuela Yauri, Zenon 1078626; 1079926 (2/16/10-10/9/10, 10/10/10 ext., 10/10/11 ext., 10/10/12 ext., 3/19/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Barrio San Pedro De Huascar S/N Yancancha, Chupaca, Junin, Peru. 064-830433; 064792292; 941734224; 064621457. • Roman Chanco, Raul Ricardo 1078989 (1/18/11-11/9/11) Psje. Los Lirios 146, Huancayo, Junin, Peru. 17-623559. • Clemente Garcia, David 1070513; 1077930; 1079089 (3/17/10 ext., 3/17/11-1/9/12, 1/10/12 ext., 1/10/13 ext., 1/10/14 ext., 7/10/14-1/10/14) Jiron Calla Bauro S/N Santa Rose, Chupaca, Junin, Peru; Carretera HCYO Yauyos S/N Yanacancha Chupaca, Junin Peru. 011-51-64639371; 64-832734; 5747277. • De La Cruz Bejarano, Sabastino 1070250; 1078990 (1/18/11-11/9/11, 11/10/12 ext., 3/6/14-9/9/14, 11/10/14 ext.) Calle Petronila Acuacaya 22, Achipampa, Yanacancha, Chupaca, Junin, Peru. 011-51-64627358; 64-830105. • Ricaldi Aldana, Gabriel Wilder 1070271 (10/22/13-10/9/14, 10/10/14) Chancas De Andahuaylas, Mz. N, LT. 48, Santa Anita, Lima, Peru. 99-5890990; 011-51-326-1422. • Huaynalaya Astucuri, Mateo Elamidiano 1078808; 1079912 (3/6/13-1/9/14) Calle Ramon Castilla #77 Pueblo Achipampa, Tanacancha, Chupaca, Junin, Peru. 64-795007; 064811080. • Machacuay Rios, Ruben 1078181; 1079299 (*) Jr. Chacamara 374 Huancayo, Junin, Peru; Jr. Arica 1081, Junin, Peru. 64344140; 941828728; 064788942. • Echea Quiincho, Robert Efrain 1079615 (10/27/12-1/19/14, Trf. to Southern NV Water 6/21/13) Centro Poblado Menor De Ochonga Junin, Peru; Carretera Central S/N Anexo Puhuracra, San Pedro de Cajas, Tarma, Junin, Peru. 64253416; 964159095 • Samaniego Mayta, Hiraclides 1070120 (*) Barrio Union Libertad S/N, Yanacancha, Chupaca, Junin, Peru. 64628866; 964313595. • Cerron Artica, Yuder (*) (*) (*) (*)
Thomas Knudsen (#01644)	<ul style="list-style-type: none"> • Jaime Lovera, Rodelson 1078640; 1079982 (11/10/11 ext., trf. to Thomas K. 11/23/11, trf. to Brough Partnership 2/15/12) Usibamba Peru; Av. Brasil S/N Usibamba, S.J. Quero, Concepcion Junin, Peru. 64-781149; 064964940704. • Morales Damian, Oliver 1078834 (4/22/10-3/9/11, 3/10/11 ext.) Mz. F3 LT. 6 AA HH, Daniel Alcides Carrion, Los Olivos, Lima, Peru; Pere, Av. Brasil S/N Usibamba, Huancayo, Peru. 5243390; 064389493. • Morales Damian, Ileseio 1070804; 1078440; 1079466 (2/10/10 ext., 2/10/11 ext., trf. to Jersey Valley 12/22/12) Jiron Piura S/N Usibamba, S. Jose de Quero, Concepcion, Junin, Peru; Anexo Usibamba S/N, S.J.Q, Peru; Estpoca, Junin, Huancayo, Junin, Peru. 64-767036; 064628644; 942340549; 064632823. • Damian Osores, Jesus 1079188 (6/9/22-3/9/12, Trf to Non-NV Ranch 11/23/11) (*) (*)
Truckee River Ranch LLC (#02790)	<ul style="list-style-type: none"> • Astete Ramos, Clever Policarpo 1070777; 1079378 (12/10/11-12/9/12, trf. to Truckee River 11/20/12, 12/10/12 ext., trf. to Gary Snow 4/11/14) Iron Alfonso Ugarte S/N, Palcamayo Tarma Junin, Peru. 64-338911; 064-633167.

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CONFIDENTIAL*

*Pursuant to the Stipulation
Between the Parties and Court
Order [Docs #217, 219, 220],
production of the attached
should not constitute any
waiver of attorney work-product
privilege.

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11 *Attorneys for Western Range Association*

12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE DISTRICT OF NEVADA**

14 ABEL CÁNTARO CASTILLO; ALCIDES
15 INGA RAMOS; RAFAEL DE LA CRUZ
16 and those similarly situated,

17 Plaintiff,

18 vs.

19 WESTERN RANGE ASSOCIATION;
20 MELCHOR GRAGIRENA; EL TEJON
21 SHEEP COMPANY; MOUNTAIN PLAINS
22 AGRICULTURAL SERVICE; and ESTILL
23 RANCHES, LLC

24 Defendants.

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

**WESTERN RANGE ASSOCIATION'S
TWENTY-NINTH SUPPLEMENTAL
RESPONSE TO PLAINTIFF'S
SECOND SET OF
INTERROGATORIES**

25 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, WESTERN
26 RANGE ASSOCIATION ("Western Range") supplements its prior responses to Plaintiffs'
27 Second Set of Interrogatories as follows:

GENERAL OBJECTIONS

28 These general objections and caveats are applicable to the request as though set
forth in full. This response is made solely for the purpose of this action and is subject to
the Stipulated Discovery Order issued on March 2, 2020.

1. This response contained herein is based upon information presently known
and ascertained by Western Range. However, Western Range has not yet completed

1 discovery, or even completed all necessary documents review for the extensive,
2 overbroad and burdensome discovery sought. The response herein is therefore made in
3 a good faith effort to supply as much factual information and documentation available.
4 The response herein is made without prejudice to producing and utilizing subsequently
5 obtained discovery or recalled documents or information, including discovery from other
6 parties herein, past and current. Western Range reserves the right to amend, add to,
7 delete from, or in any other manner modify the response after it has completed its
8 discovery and investigation and has ascertained all relevant facts and documents.

9 2. Western Range further objects to the timeframe of Plaintiffs' proposed
10 discovery as overbroad. Plaintiffs' requested timeframe covered by the Plaintiff's
11 discovery request is from 2010 through the present. Federal and State record retention
12 regulations and statutes pertaining to labor and H-2A record keeping require record
13 retention, in most cases, for two or three years. Western Range may not necessarily
14 maintain herder employment records except as required by state and federal statutes
15 governed, *inter alia*, by 20 CFR §§ 655.167, 655.760, and 655.1319. Western Range has
16 complied with federal and state law in all regards to record retention. Once served with
17 the instant lawsuit, however, no Western Range documents were destroyed and Western
18 Range has engaged in no evidence spoliation.

19 3. Western Range reserves the right to make any and all evidentiary
20 objections to the introduction of any of the response and/or documents into evidence at
21 trial.

22 4. Western Range further objects to the discovery request to due extent that it
23 is unduly burdensome, compound, oppressive, intrusive of the privacy rights of non-party
24 persons and entities, including, but not limited to herders and members.

25 5. Western Range further objects to the unspecified geographic scope of this
26 discovery request, as the instant matter involves only herders who performed services
27 pursuant to their H-2A visas within Nevada from 2010-2016 and the suit pertains to the
28 purported applicability of Nevada's Minimum Wage Amendment. Western Range further

1 objects to the discovery sought on the grounds that the information requested is
2 overboard, the sole Plaintiff herein voluntarily terminated his employment (partially
3 located in Nevada) without notice and he thereafter remained within the United States,
4 out-of-visa status, until at least 2016.

5 6. Western Range further objects to the discovery sought on the grounds that
6 the regulatory and statutory changes, varying Department of Labor directives, differences
7 between and among States laws, changes in Federal regulations, and varying Court
8 interpretations thereof have occurred during the applicable timeframe, that are outside
9 the geographic and temporal scope.

10 7. Western Range incorporates all previous objections by reference as if set
11 forth in full herein.

12 **TWENTY-NINTH SUPPLEMENTAL RESPONSE TO PLAINTIFF'S SECOND**

13 **REQUEST FOR INTERROGATORIES**

14 **INTERROGATORY NO. 2:**

15 For the time period from May 3, 2010, through the present, identify every herder
16 WRA has arranged to work in the US under H2-A visa, if the herder was, at any time,
17 assigned to ranch in Nevada, or if the herder was, at any time, assigned to a ranch in
18 California where herders spent part of the year in Nevada, where "identify" means to
19 provide:

- 20 (a) Full name;
- 21 (b) Any available addresses, including home addresses outside the US;
- 22 (c) Any available telephone numbers or email addresses;
- 23 (d) Beginning and end dates for each contract or certification;
- 24 (e) Dates of any leave taken from work to return to home country;
- 25 (f) If the herder left before end of contract, the date of departure, and whether
- 26 it was voluntary or involuntary;
- 27
- 28

(g) The name and location of the ranch to which the herder was assigned, and if more than one ranch, the date of and reason for the change.

RESPONSE TO INTERROGATORY NO.2:

Subject to and without waiver of the foregoing objections and without waiving attorney work product privilege and limiting the request responds as follows; see attached Nevada herder chart. Pursuant to Court Order, production of this chart shall not constitute any waiver of Western Range Association's attorney work product privilege [Docs #217, 219, 220].

DATED this 27th day of October, 2020.

/s/ Kelsey E. Gunderson

Respectfully submitted,

Woodburn and Wedge
Ellen Winograd, Esq.
State Bar No. 815
Kelsey E. Gunderson, Esq.
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Attorneys for Western Range Association

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27th day of October, 2020, a copy of Western Range Association's Twenty-Ninth Supplemental Response to Plaintiff's Second Set Of Interrogatories was sent via electronic and first class mail, postage prepaid to the follow attorneys of record:

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An Employee of Woodburn and Wedge

EXHIBIT 1

EXHIBIT 1

CONFIDENTIAL

*Pursuant to the Stipulation Between the Parties and Court Order [Docs #217, 219, 220], production of the attached should not constitute any waiver of attorney work-product privilege.

EXHIBIT 1

Herder Chart

WRA Member Ranch/ Member Number	2010-2018 Herder(s)/Herder Number(s)/Contract Date(s)/Address(es)/Phone Number(s)
Borda Land & Sheep Co. (#00461)	<ul style="list-style-type: none"> • Avila Isidro, Abel Bernardo 1012305; 1082034 (3/25/15- 1/9/16). Calle Emiliano Zapata H26, Tepechitlan, Zacatecas, Mexico. 437-96-105-77. • Garcia Castro, Jose Herminio 1012111; 1012193; 1012193 (12/1/11-11/9/12, 2/3/11-12/9/11, 3/7/13-1/9/14). Barrio Cumbrita 56 La Baquilla 99750, Tepechitlan, Zacatecas, Mexico; La Boquilla Tepechitlan Zac, Zepechitlan, Zacatecas, Mexico. 437-105-2719; 52-14374795174. • Isidro Garcia, Juan Manuel 1012254; 1012153; 1012196 (1/1/9-7/9/9, 7/10/09 ext., 1/27/12-11/9/12, 2/8/13, 1/9/14, 2/14/14-1/9/15). La Villita Tepechitlan Zac. Mexico; CLA Central #195, Loc La Villita Tepechitlan, Zacatecas, Mexico 99750. 011-52-14574792091; 0115214371053395. • Isidro Ruiz, Martin 1012303; 1012182 (11/1/12-3/9/12, 3/10/13 ext., 3/10/14 ext., 2/26/15-1/9/16). Cagustin Melgar 1570 Corsanta Manicade 105 Chorritos 45200, Zapapan, Jalisco, Mexico. 3313110622 • Isidro Ruiz, Pedro 1012304; 1012046; 1012077; 1012152; 1012195; 1012253 (4/13/8-2/9/9, 2/10/9 ext., 3/26/10, 2/9/11, 1/27/12-11/9/12, 2/8/13-1/9/14, 2/14/14-1/9/15, 2/8/15-1/9/16). Rancho Nuevo T. Tepechitlan, Zacatecas, Mexico; Rancho La Uillita, Tepechitlan, Zacatecas, Mexico; Rancho Nuevo S/N Loc Rancho Nuevo 9970, Tepechitlan Zacatecas, Mexico; C La Central 195 Loc La Villita, Tepechitlan, Zacatecas, Mexico. 01152-437-479-5174; 0115214371028546; 52-14374792091. • Isidro Ruiz, Ricardo (*) (*) (*) (*) (Cannot confirm H-2A labor affiliated with WRA) • Serna Jacobo, Arcadio 1012945; 1012078; 1012110 (2/1/8-5/28/9, 5/10/8 ext., 2/4/10-8/9/10, 2/3/11-12/9/11). Rancho Nuevo Tepachitlan Zacatecas Mexico. 01152-437-961-0151; 801-486-2004. • Serna Pacheco, Humberto 1012071 (12/5/9-3/9/10, 3/10/10 ext.). Rancho Nuevo Tepachitlan Zacatecas Mexico; C Mader 9, Loc, Racho Nueva, Tepchitlan ZAC Mexico. 011-52-437-9610285. • Ulloa Castro, Tomas 1012278 (3/2/14-3/9/15). Domicilio El Mirador, Localidad La Villita 99750, Tepechitlan, Zacatecas, Mexico. 14371037688. • Rivera Sanchez, Julio Cesar (Cannot confirm H-2A labor affiliated with WRA) • Cruz Rivera, Jesus Manuel (Cannot confirm H-2A labor affiliated with WRA) • Rodriguez Leal, Miguel 1012151 (1/27/12-11/9/12) Calle Lopez Cotilla #7 Lagunillas, Atemajac, Jalisco, Mexico. 5213310197386. • Ulloa Isidro, Raul Gamaliel 1012295 (12/23/14-11/9/15) Cjoa el mirador 240 lo villita, Tepechitlan, Zaccatecas, Mexico. 4374796601
Brough Partnership (#00503) *sold out to Jersey Valley 12/2012	<ul style="list-style-type: none"> • Jaime Lovera, Rodelson 1078640; 1079982 (Trf. 2/15/12, 3/12/13-2/9/14). Usibamba Peru; Av. Brasil S/N Usibamba, S.J. Quero, Concepcion Junin, Peru. 64-781149; 064964940704 • Morales Damian, Ileseio 1070804; 1078440; 1079466 (4/24/12-2/9/13). Jiron Piura S/N Usibamba, S. Jose de Quero, Concepcion, Junin, Peru; Anexo Usibamba S/N, S.J.Q, Peru; Estpoca, Junin, Huancayo, Junin, Peru. 64-767036; 064628644; 942340549; 064632823.
David & Bonnie Little (#01766)	<ul style="list-style-type: none"> • Aguilar Saucedo, Jorge 1012346 (11/10/16-11/8/17, Trf. Rafter Seven Merinos, Inc. 6/15/17). Guada Lupe. Matinez Silva, Calle del Sol #1 interior #10224, Acienda Unibersida #Juernez. (775) 385-5739; 656-127-62-63.

trf. = transfer

ext. = extended contract

* = Will supplement as additional information is found.

- Alvarez Bejarano, Nicolas Gregorio 1079907 (3/13/13-1/9/14, 1/10/14 ext., 1/10/15 ext., 12/10/16 ext., 12/9/17-12/6/18). Calle Simon Bolivar S/N, Yanacancha, Chupaca, Junin, Peru. 64-621897
- Angel Tamara, Hugo Maximiliano 1079905 (3/20/13-1/9/14, trf. Non-NV member 5/22/13) Jiron Jose Carlos Mariategui S/N, Tielacayan, Pasco, Cerro de Pasco, Peru. 63-630482.
- Aquino Inga, Wilson 1070383 (1/10/14-1/9/15) Barrio Independencia S/N, San Jose Quero, Peru. 64623513.
- Armas Orihuela, Atilo 1079903; 1078663 (11/10/9-11/10/10, 11/10/10-11/9/11, 11/10/11 ext., 1/10/13-1/9/14, 1/10/15 ext.) Jiron San Ascencio 134 Anexo Shicoy, S.J. de Jarda, Chupaca, Peru. 999443981; 17-813119.
- Armas Orihuela, Edwar 1079904 (2/14/13-1/9/14, 1/10/14 ext., 1/10/15-1/9/16, 1/10/16-1/9/17). Psje. Hatun Yauyos 134 Pilomayo, Huancayo, Junin, Peru. 64625207.
- Aroni Corpa, Alberto 1070838 (2/10/15-2/9/16). Calle 28 de Julio S/N, Usibamba, S.J. Quero, Concepcion, Junin, Peru. 064-628151.
- Artica Camayo, Nilton 1070487 (3/10/14-3/9/15, 3/10/15-3/9/16). Calle Pedro Camayo S/N, Yanacancha, Chupaca, Junin, Peru. 064-626330; 985333768.
- Ayllon Ayllon, Julian Antonio 1078415 (4/15/09-2/9/10, trf. Non-NV member 9/25/09, trf back to D & B Little 3/28/10, 2/10/10-2/9/11, 2/10/11 ext., 2/10/12 ext.) Fr. Augusto B. Leguia #1059, Chilca, Huancayo, Chongos Alto, Peru. 64-218492.
- Camargo Rojas, Rusber 1078848 (9/1/10-3/9/11) Carretero Central Chalanuevo, San Jose de Quero, Concepcion, Junin, Peru. 64-786068; 064-389433.
- Carhuamaca Molina, Luque 1079123 (3/22/11-2/9/12, 2/10/12 ext.) Jr. Manco Capac S/N, San Juan De Jarpa Chupaca Huancayo Junin Peru. 64761131; 978082446.
- Macha Aquino, Pablo Reinaldo 1070381 (4/9/14-1/9/15) Barrio Independencia S/N, S.J. Quero, Peru; San Jose De Over Barrio Independencia, Junin, Concepcion, Peru. 943573588; 064632822.
- Macha Damian, Armadno 1079774 (2/17/13-12/9/13, 12/10/13 ext., 12/10/14 ext.) Prolongacion Taylor #1775 Cerrito La Libertad, Huancayo, Concepcion, Junin, Peru. 64-382535; 64-236578.
- Ordonez Macha, Zenobio Marcelino 1070380; 1077833; 1079121 (3/22/11-2/9/12, 2/10/12 ext., 2/10/13 ext., 3/26/14-1/9/15, 1/10/15 ext.) Anexo Chala S/N, San Juan De Quero, Concepcion, Junin, Peru. 64620086; 7759341785.
- Porta Fierro, Maximiano 1078238 (4/11/9-10/9/9) Barrio Pittitayo S/N, Chicche Huancayo, Junin, Peru. 064811310; 226575.
- Ricse Inga, Alejandro 1070384 (4/4/14-1/9/15, 1/10/15 ext.) Avenida Apahuay S/N, Shicuy, S.J. Jarpa, Chupaca, Junin, Peru. 982418973; 064632973.
- Rupay Angel, Revelino Roberto 1070379; 1078961 (12/18/10-10/9/11, 2/26/11-10/9/11, 10/10/12 ext., 3/15/14-1/9/15, 1/10/15 ext.) Jr. Jose Carlos Mariategui S/N, Tielacayan, Cerro De Pasco, Peru. 62-630534; 981815605; 063630482.
- Solano Salvatieraa, Lucas Hiraclio 1070836; 1078179; 1079446 (3/18/12-1/9/13, 1/10/13 ext., 1/10/14 ext., 3/20/15-2/9/16) Calle Jose Carlos Mareategui 63, Yanacancha Chupaca Junin Peru. 941118481; 064625548; 064367858; 064630683.
- Vera Suasnabar, Carolos Urbano 1079287 (10/18/11-9/9/12) Jose Maria Flores #136, Chupaca, Junin, Peru; Jr. Grau 158 Chongos Bajo, Chupaca, Junin, Peru. 64439548.
- Rupay Angel, Marlon Horacio 1079447 (3/18/12-1/9/13, trf. to Non-NV Ranch 12/4/12) Jr. Jose Carlos Mariategui S/N, Tielacayan, Cerro De Pasco, Peru. 063-796284.
- Bruno Quinto, Angel 1070735; 1078414; 1079564 (3/22/9-2/9/10, 2/10/11 ext., 4/14/12-3/9/13, trf. to Non-NV Rach 11/23/13) Anexo Hullancayo S/N Usibamba, SJQ, Concepcion, Junin,

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	<p>Peru; Anexo Hualcancayo S/N Chambara, Concepcion, Junin, Peru. 64-382535; 64-7985970; 994868157; 064634843; 7823029.</p> <ul style="list-style-type: none"> • Damian Ordenez, Yoder Virgilio 1070017 (4/9/13-3/9/14) AV Circumvalacion S/N Barrio La Victoria, Chupaca, Junin, Peru. 64624227; 995038613. • Guerra Ordenez, Eder 1079906 (4/25/13-1/9/14, trf. to Rafter 7 Sheep Co. 5/22/13) Barrio Buenis Aires, Chala, San Jose De Quero, Concpcion, Peru; Jr. Juan Velasco 195 Anexo Chala Vieja SJQ, Concepcion, Junin, Peru. 961878221; 064621496. Merino Macha, Jaime Fernando 1078364; 1079449 (4/5/12-1/9/13) Calle Cahuide S/N, Chiquicocha, San Jose de Quero, Concepcion, Junin, Peru. 064-223-706; 064-221607. • Ortega Geronimo, Felix Livio 1078360; 1079448 (3/27/9-2/9/10, 2/10/10 ext., Trf. to D&B Little 4/16/10, 2/10/11 ext., 2/29/12-1/9/13, 1/10/13 ext., 1/10/14 ext.) A.H Cerro Candela, Manzana D Lote #7 Vitarte, Lima, Peru; AA HH Cerro Candela Pje. 3 MzD Lr. 7, Vitarte, Lima, Peru. 822-2370; 785-1708; 696-2189. • Macuri Inga, Rigoberto 1070835; 1078245; 1079445 (1/14/09-10/9/9, 10/10/9 ext., trf. to D&B Little 1/29/10, 3/18/12-1/9/13, 1/10/13 ext., 1/10/14 ext., 3/20/15-2/9/16) Avenida Taylor #1221, Huancayo, Junin, Peru; Jr. Miroflores #620, Huancayo, Junin, Peru; Chuicuspata S/N, Hayllancancha Huancayo, Peru. 64-224421; 064-774308; 969199615; 064385816. • Inga Soberanes, Jesus Ovidio 1070382; 1078250 (2/25/14-1/9/15, 1/10/15 ext.) Calle Alfonso Ugarte PSJE Poma S/N, Huancayo, Junin, Peru; Cale Porvenir S/N Huayllacancha Chupaca Junin, Peru. 6438203; 064382229. • Suice Hinojo, Eusterio Zerman 1077968; 1079120 (3/22/11-2/9/12, 2/10/12 ext.) Ave. P De Diciembre #1651, Auquimarca, Peru; Av 09 De Diciembre 1651 Quimarca Chilca, Huancayo, Junin, Peru; Calle Manuel Gonzales Prada Mz. D. Lt. 24 Villa Maria Del Triunto, Lima, Peru. 64234336; 2084369053; 064222761; 2837772. • Bejarano Sotomayor, Hercilio 1079991 (2/18/16-10/13/16) Calle Tupac Amaru #46, Achipampa, Yanicancha, Huancayo, Peru. 64433086. • Campos Soto, Yonel 1082117 (3/15/16-1/9/17, Trf. to Non-NV Ranch 12/16/16) Av. Circunvalacion, Tupac Amaru 580, Chaupimarca, Pasco, Junin. 64781707. • Vera Arteaga, Erasmo 1082044 (3/25/16-1/9/17, 1/10/17 ext. 1/9/18 ext.) 64630628. • Rimac Valle, Emerson Gregario 1082042 (1/10/17 ext., trf. to Non-NV Ranch 10/24/17) Jr. Eugenio Torres Samlos S/N, Tlacayan Posco Peru. 959312069; 011-516360787. • Soto Quinonez, Sosimo Cayo 1082390 (12/2/16-2/7/17, 2/8/17 ext., 2/8/18 ext.) Centro Poblado De Achipampa, Yanacancha, Chupaca, Junin, Peru. 982834105. • Bruno Gomez, Aldair Marsio 1082781 (12/28/18-2/6/19) (*) 998980438. • Rupay Dorregaray, Victor Alberto 1082688 (2/14/18-1/6/19, trf. to Non-NV Ranch 6/21/18) Jr. Jose Carlos Mariategui Tlacayadi, Pasco, Peru. 63630122; 963996678. • Povis Santiago, Richard Joel 1082687 (3/21/18-1/6/19) Tuclacayan Pasco, Cerro De Pasco, Peru. 987020655; 063631903. • Porta Camposano, Mijael 1070330 (*) Av. Huancavelica N 575 Chilca; Porta Camposano, Avenida Huancavelica #1979, Chilca, Huancayo, Junin, Peru. 2098265441; 64223098. • Palomino Torres, Rony Orlin 1082779 (10/2/18-2/6/19) (*) 943829233. • Cordova Osorio, Diego Draigo 1082690 (3/21/18-1/6/19) Huancayo, Peru. 938664928; 064412252. • Osorio Amancae, Amador Solio 1082689 (2/14/18-1/6/19) Pasaje La Kamtuta 250 Tambo Huacayo, Junin, Peru. 51986279431. • Bruno Quinones, Eleuterio 1082686 (3/21/18-1/6/19) Ps Jose Galvez Pilcomayo Huancayo, Peru. 64633796; 64623615. • Calzada Rimac Emler David 1082264 (2/14/17-11/8/17, 11/9/17 ext., Trf to Rafter 7 11/3/17) Tlacayan Cerro De Pasco, Peru. 930136796; 982834105.
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* = Will supplement as additional information is found.

	<ul style="list-style-type: none"> • Vargas Rimac, Jose Luis 1079821 (3/23/17-1/8/18, 1/9/18 ext.) Jiron Jose Carlos Mariategui #35, Ticalcayan, Pasco, Cerro De Pasco, Peru. 976011681; 95628894. • Damian Llanto, Felidelzo 1082685 (3/21/18-1/6/19, Trf. to Non-NV 9/20/18) Usibamba Barrio Salvio, Usibamba, Peru. 940605914; 932023895; 623209. • Paucar De La Cruz, Leoncio Eleuterio 1082322 (3/23/17-1/8/18) (*) (*) • Flores Villanueva, Oscar 1082321 (3/23/17-1/8/18, 1/9/18 ext.) Jose Carlos Mariatigui S/N Ticalcayan Cerro De Pasco, Peru. 940465581; 63631908.
Duffurrena Sheep Co. (#00788)	<ul style="list-style-type: none"> • Salazar Saldana, Ismael 1012329 (4/15/15-4/9/16) Precitas de Rejib, Gommceguato, Mexcio. 4696976282. • Apaza Callata, Mario Sebastian 1078947 (11/15/10-9/9/11, 9/10/11-9/9/12, 10/10/12 ext., 9/10/12-9/9/13, 10/10/13 ext., 9/10/13-9/9/14) Comite 55 "B" San Hilarion Alto S.J. Lurigancha, Lima, Peru. 4018028. • Garcia Jimenez, Rolando 1070272 (3/25/14-10/9/14, 10/10/14 ext., 10/26/15 ext., 3/25/16-1/9/17, trf. To Non-Nv Ranch 7/5/16) Jiron Alonso Mercadillo #500, Chupaca, Junin, Peru; Jiron Santos Bravo S/N Chupaca, Chupaca, Jiron, Peru. 64626642. • Lapa Quispe, Edgar 1070045 (8/20/13-3/9/14, 3/10/14) Barrio Yanacancha S/N, Yanacancha Chupaca, Junin, Peru; San Juan De Iscos, Chupaca, Junin, Peru. 64627815. • Pomaleque Mango, German Alejandro 1079494 (3/29/12-1/9/13, 1/10/13 ext., 1/10/14 ext.) Puno Peru (A veces esta en Lima y tiene parientes en Lima que puede Pasarle La Voz); Jr. Rios S/N, Barrio Progreso, Tirapata, Azangaro, Peru. 1-3382367; 1-4018028; 051631403. • Puicana Condori, Francisco 1079403 (2/25/12-1/9/13, 1/10/13 ext., 1/10/14 ext.) Jr. Belasco Eguren S/N Tirapata, Azangaro, Puno, Peru. 51-775795444; 7753382367; 966435375; 950896674; 011517754018028. • Alberto Rodriguez, Isaac 1070714 (11/10/14-11/9/15) Cyanacancha, Huancayo, Huancayo, Peru 632282; 964134695; 064-632282. • Apaza Callata, Walther Pedro 1078849 (8/13/10-3/9/11, 3/10/11-3/9/12, 3/10/12-3/9/13, 3/10/13 ext.) Tirpata, Azangaro, Puno, Lima, Peru. 14-018028; 13-38267; 3382367. • Hernandez Mojica, Juan 1012053; 1012094; 1012217 (4/25/10-3/9/11, 3/10/12 ext., 4/3/13-3/9/14, 3/10/14 ext., 3/10/15 ext.) Legainia Mexico, Aequina, Salisco, Mexico. 011-52-13310195507. • Hilari Mamani, Washington 1078097 (7/8/8-5/9/9, 5/10/10 ext.) Jr. Velasco Eeuren S/N Tirapata, Azangaro, Puno, Peru. 51830512; 951901512. • Salazar Saldana, Jose Jesus 1012277 (4/10/14-3/9/15, 3/10/15 ext.) Precitas de Regil, Pemjamo, Guanajuato, Mexico. 352-5612863 • Saldana Salazar, Jose Moises 1012325 (3/7/15-2/9/16) Pedro Moreno #10, Colonia Juarez, Penkamo, Guanajuato, Mexico. 3525228413. • Yauri Aliaga, Javier Rolando 1070367 (3/25/14-1/9/15, trf. to Duffurrena Sheep Co. 7/1/14) Avendia Argentina S/N, C-14, Barrio Buenos Aires, Chupaca, Junin, Peru. 985727525. • Hernandez Alfaro, J. Guadalupe 1012035 (2/25/8-9/9/8, 11/10/8 ext.) (*) (*) • Diaz Lopez, Miguel 1082787 (2/3/18-1/6/19) Mexico. 3411199243 • Leal Garcia, Alberto 1082815 (8/10/18-3/6/19) La Qurillas Ubernido Brisuela #47 Atemajar De Brisvela. 3314309467.
El Tejon Sheep Co. (#00941)	<ul style="list-style-type: none"> • Aliaga Herrera, Antenor Romulo 1077818 (1/31/8-6/6/08, 6/10/09 ext., 6/10/10, ext.) Cochas Chingo, Pasaje La Esperanza #180; Conas, Concepcion, Junin. 964-1981. • Aquino Arteaga, Elmer 107165 (7/10/13-7/9/14, 7/10/14 ext.) Carretera Central #84, Achipampa, Yanacancha, Chupaca, Junin, Peru. 64627295. • Aquino Ramos, Roy Maycol 1070251 (9/10/13-9/9/14) Jiron Carretera Central #121, San Juan de Quero, Concepcion, Peru; Old River Rd. 13950, California Peru. 982365116.

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* = Will supplement as additional information is found.

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 3, PART 3

ELLEN JEAN WINOGRAD, ESQ.

Nevada State Bar No. 815

JOSE TAFOYA, ESQ.

Nevada State Bar No. 16011

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Nevada State Bar No. 5977

JONATHAN MCGUIRE, ESQ.

Nevada State Bar No. 15280

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ATTORNEYS FOR RESPONDENT
WESTERN RANGE ASSOCIATION

	<ul style="list-style-type: none"> • Archi Lozano, William 1071054 (9/10/16-9/8/17, 9/8/17-9/6/18, 10/9/17 ext.) (*) • Ascanoa Alania, Elias Maximo 1070460 (3/10/14-3/9/15, 3/10/15 ext.) Anexo Chiril S/N, Tielacayan, Pasco, Peru. 950922155. • Cantaro Castillo, Abel 1070166; 1078936 (10/20/10-9/9/11, 11/10/11 ext., 11/10/12 ext., 8/26/13-7/9/14) Jiron Amazonas #397, Achipampa, Yanacancha, Huancayo, Junin, Peru; Calle Santiago Antunez de Mayolo S/N Pampas, Taycaja, Huancavelica, Peru. 64-811080; 067783505. • Cantaro Oteo, Elmer Alcides 1070466 (11/16/14-3/9/15, 3/10/15 ext.) Calle La Libertad #16, Yanacancha, Chupaca, Junin, Peru; Plaza Libertad Yanacancha, S/N Chupa, Junin, Peru. 98179167; 064629781. • Cantaro Solano, Roman 1078938 (2/8/11-9/9/11, 11/10/11 ext., 11/10/12 ext.) Centro Poblado Achipampa Yanacancha Chupaca, Junin, Peru. 64-781415; 064382661. • Cantaro Solano, Severo 1079268 (10/22/11-9/9/12) Correo Central, Huancayo, Junin, Peru; Carretera Huancayo S/N Barrio Centro Yanacancha, Chupaca, Junin, Peru. 64620356. • Castillo Reyes, Oswaldo 1078529 (11/29/9-7/9/10) Calle Jose Olayo S/N Barrio La Union, San Juan de Jarpa, Chupaca, Peru. 64387411. • Melo Castillo, Gilmar Jhonny 1070931 (*) Ollanta S/N, Tirapata, Azangaro, Puno, Peru. • Yauri Garcia, Alcides 1078489; 1079759 (Trf. To El Tejon 10/7/10, 10/12/10 ext., 12/7/12-11/9/13, 11/10/13 ext., 11/10/14 ext.) MZ 6 Lt 14 Chicmabanba, San Martin de Porras, Peru; Calle Yauyos Lima S.N Yanacacha, Peru; Jr. Alfonso Ugarte S/N Chupaca, Junin, Peru. 5942497; 064633115. • Heredia Guerra, Ernesto Fernando 1078240 (4/23/9-10/9/10, 10/5/09-10/9/9, 10/10/10 ext., 10/10/11 ext.) Barrio Buenos Aires S/N Chala, S.J. Quero, Concepcion, Junin, Peru. (*). • Ponce Miranda, Washington 1079625 (6/12/12-4/9/13) AAHH Integracion Virgen De Fatima Lt. 10 MZ. D ET. 1, S.J.L. Puno, Peru; Caserio Sasicocho S/N, Junin, Peru. 971904702. • Yauri Garcia, Ricardo 1078490; 1079668 (9/29/9-4/9/10, 4/10/11 ext., 9/20/12-8/9/13, 8/10/13 ext., 8/10/14) MZ C Lt Los Olivos Santa Rosa, San Martin De Porras Peru; MZ G. Lt. 14 Chicmabamba, San Martin de Porras, Lima, Peru; Calle 4 MZ G Lt. 14, Asoc. C 2DA E, S.M. Porres, Junin, Peru; MZ 6 Lt. 14 Chicitabamba S, Lima, Peru. 5941301; 59422497; 5745739; 993846426. • Yauri Garcia, Williams Carlos 1078185; 1078874 (10/28/10-5/9/11, 5/10/12 ext.) Jiron Rio Urubamba #714, Villa Norte Los Olivos, Lima, Peru; Calle Cahuide 11 Yanacancha, Chupaca, Junin, Peru. 4851310. • Gamarra Canchihuaman, Jmy Rafael 1079270; 1070715 (11/19/11-9/9/12, trf. To Non-NV Ranch 10/12/12) Jiron Simon Bolivar #113, Junin, Peru; AV Chacamaca #0, Junin, Peru. 5305678657. • Lapa Pomahuali, Filomeno Leonardo 1070467 (11/20/14-3/9/15, 3/10/15 ext.) S.P Huascar S/N Yanacancha, Chupaca, Junin, Peru. 954152908; 064630227. • Gomez Melchor, Rafael 1070164; 1078530 (3/3/10-7/9/10, trf. To Non-NV Ranch 8/2/11) CCL Huari Tayacaja, Huancavelica, Peru; Phiza Principal S/N Huari, San Marcos De Rocchac, Tayacaja, Huancavelica, Peru; PJE Los Lirios #161 Palian, Huancayo, Junin, Peru; C.C. Huari Plaza Principal S/N, S.M. Rocchac, Tayacacaja, Peru. 993104348; 64798486. • Varillas Limaco, Wilder Ivan 1070571; 1078917 (9/18/14-8/9/15, trf. To El Tejon 3/19/15) Avendia Arevalo #789, Santa Rosa de Saco, Yauli, Oroya, Peru. 64391913; 64509461. • Gabino Perez, Jmy Rafael 1071055; 1079515 (trf. To El Tejon 8/31/14) Jr. Miraflores, Cerrito La Libertad, Huancayo, Junin, Peru. 011-51-064-224231. • Palacin Mendoza, David Hernan 1079760 (2/16/13-11/9/13, 11/10/13 ext.) Jiron Rimay Marca #149, Tielacayan Pasco, Cerro De Pasco, Peru. 0016613749291; 984638979.
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ext. = extended contract

* = Will supplement as additional information is found.

	<ul style="list-style-type: none"> • Yauri Garcia, Casario 1076137; 1077080 (*) Manzana Late 7y 8 Los Olivos De Santa Rosa, Peru; Los Girasoles Lte 20 Santa Rosa, Callao, Lima, Peru; Chupaca, Huancayo, Junin, Peru. 5747277; 5747910. • Diaz Quinones, Reynaldo Roger 1070278 (10/22/13-10/9/14, trf. To El Tejon 3/28/14, 10/9/14 ext., trf. To Non-NV Ranch 4/1/15) Usibama Av. Arequipa, S/N San Jose DeQuero, Concepcion, Junin, Peru. 64631712; 986695843; 064-639230. • Verastegui Rosales, Miguel Angel 1070966 (6/9/16-6/9/17, Trf. To Non-NV Ranch 6/28/16) Jr. Leoncio Prado 172, Llocllapampa, Juaja, Junin, Peru. 5941301; 962324730; 064629000. • Huaman Gonzales, Paul Neuman 1081937; 1071297 (4/28/16-2/17/17, trf to Non-NV Ranch 6/12/16) Av. Argentina S/N, Chupaca. 6113115148. • Roman Roman, Nicanor Wilmer 1082252 (10/27/16-10/8/17) Die Eleazat 142, Chilca, Chongos Alto, Huancayo, Peru; Llamapsillio S.N, Chongos Alto. 4385402. • Lizano Avila, Berau Gesoneo 1079669 (9/21/12-8/9/13) Calle Yauyos Lima S/N, Yanacancha, Chupaca, Huancayo, Junin, Peru; MZ B LT 13 San Jua De Lurigancho Lima Peru. 115117999319. • Ramos Lazaro, Tadeo 1078937 (10/23/10-9/9/11, Trf. to Empire 4/18/11) Barrio Independencia S/N S.J. Quero, Concepcion, Junin, Peru. 964009492. • Gamara Canchinuaman, Fred Melchor 1070715; 1079270 (11/19/11-9/9/12, trf. To Non-NV Ranch 10/12/12) Jiron Simon Bolivar #133, Junin, Peru. 5305678657; 971837670; 954034041. • Idelfonso Janampa, Willy Carlos 1083123 (11/27/18-11/6/19, trf. To El Tejon 9/20/19) (*) (*) • Matamoros Mantero, Nilton Eduardo 1082789 (2018*) Av. Argentine 834 Barrio Buenos Aires Chupaca. 969134454. • Paredes Ascanoa, Edwin 1082576 (10/17/17-10/6/18, 10/9/18 ext.) Ticiacayan, Cerro De Pasco, Peru. 6619782825; 928847863. • Matamoros Guadalupe, Jhon Carlos 1082252 (1/12/17-10/8/17, 10/9/17 ext., 10/9/18 ext.) Av. Argentina 616 Chupaca. 6613404965. • Alcantara Miranda, Clerio 1082397 (3/12/17-3/6/18) (*) (*) • Huaynalaya Lapa, Emerson 1082575 (10/17/17-10/6/18, 10/9/18 ext.) Huancayo, Peru. 64631750. • Melo Castillo, Jaime William 1082574 (1/18/18-10/6/18, 10/9/18 ext.) Tirpata, Peru. 933444865.
Ellison Ranching Co. (#00930)	<ul style="list-style-type: none"> • Espinoza Hilario, Delio Alberto 1077753 (1/2/8-4/9/8, 4/10/8 ext., 4/10/9 ext., 4/10/10 ext.) Jr. Julio C. Tello #1200, El Tambo, HYO, Junin, Peru. • Espinoza Lopez, Silverio 1077943; 1078994; 1079968 (1/28/11-11/9/11, 11/10/11 ext., 3/12/13-2/10/14, 2/10/14 ext., 2/10/15 ext.) Calle Vista Alegre #157, Tarma, Peru; PJE; Corazon De Jesus 157, Tarma, Junin, Peru. 64-321895. • Huaynalaya Salvatierra, Edison 1070342; 1078977 (4/20/11-10/9/11, 10/10/11 ext., 10/10/12 ext., 10/10/13 ext., 3/18/14-1/9/15) Jiron Puno #120, San Juan de Jarpa, Peru. 64633047. • Malqui Fernandez, Julio 1079414 (5/10/12-1/9/13, 1/10/13 ext., 1/10/14 ext., 1/10/15 ext.) Barrio Pueblo Libre S/N, Aquia Bolognesi Ancash, Peru. 3870673. • Reynoso Flores, Juan Alejandro 1070439 (5/14/14-2/9/15, 2/10/15 ext.) (*) (*) • Reynoso Flores, Humberto 1079971 (4/18/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Huamanmarca, Cerro De Pasco, Peru; Anexo Huamanmarca S/N, Ticiacayan, Pasco, Peru; Jiron San Martin 118, Yanacancha, Cerro De Pasco, Pasco, Peru. 63421211. • Rojas Rojas, Maicol 1078451; 1079699 (6/17/9-1/9/10, 1/10/11 ext., 1/10/12 ext., 11/28/12-8/9/13, 8/10/13 ext., 8/10/14) Calle Progreso #135 Barrio Azana, Chupaca, Huancayo, Peru. 64-439-040; 064-502336. • Samaniego Menendez, Leonardo 1070943 (6/2/15-5/9/16) Jr. Cusco #251 San Juan de Jarpa, Chupaca, Junin, Peruano, Peru. 963909198; 064504359.

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- Soto Meza, Fredy 1078679 (2/25/10-12/9/10, 12/10/10 ext., trf. to Non-NV Ranch 7/15/11) Av. Leonico Prado 1531, Chilca, Huancayo, Junin, Peru; Ave Los Proceres #1461 Huancayo Junin Peru. 64504231; 64202746.
- Terrel Pena, Walter Honorato 1078339 (2/19/9-1/9/10, 1/10/10 ext., 1/10/11 ext.) Jr. Tarma 450 Lado Este Junin Peru. 64344223.
- Aliaga Arcos, Froy Cesar 1078204 (10/10/09-10/9/10, 10/10/10-10/9/11) Chupaca, Huanca Peru. 64-389591.
- Aliaga Osores, Basilio 1070944 (5/10/15-5/9/16, 5/10/16-5/8/17, 5/8/17 ext., 8/23/18-8/6/19) S.J. Jarda, Chupaca, Junin. 064630899- 3425499.
- Alvarado Camayo, Francisco 1079092; 1070341 (5/10/11-1/9/12, 1/10/12 ext., 1/10/13 ext., 2/11/14-1/9/15, 1/10/15 ext.) Com. Camp. Misquipata S/N San Juan de Jarpa, Chupaca, Peru; Coap Misquipata, Jarpa, Peru. 954-065458; 064621225.
- Alvarado Camayo, Hipolito 1070786; 1079417 (3/29/12-1/9/13, 1/10/14-1/9/15, 1/10/15-1/9/16, 1/10/17 ext.) Chupaca, Huancayo, Junin, Peru. 64632887.
- Alvarez Mayta, Wilner 1078678; 1079967 (12/10/9-12/9/10, 5/27/10-12/9/10, 12/10/10 ext., 12/10/11 ext., 2/10/13-2/9/14, 2/10/14 ext., 2/10/15-2/9/16) Comunidad Yanacancha S/N, Yanacancha Huancayo Chupaca Junin Peru. 64964703589.
- Ambrosio Hilarion, Alejandro 1077801 (6/10/9-6/9/10, 6/10/10 ext.) Ave. Fidel Miranda S/N, Sapallanga, Hyo, Junin, Peru. 224439.
- Barrera Antezano, Miller Avilio 1070630; 1077945; 1079303 (11/10/19 ext., 11/10/10 ext., 12/1/11-10/9/12, 10/10/12 ext., 10/10/13 ext., 10/10/14 ext., 3/17/15-9/9/15) Miguel grau #560, Chupaca, Junin, Peru. 064439040; 943199657.
- Barrera Elguera, Angel Ricardo 1079516; 1078133 (1/15/9-5/9/9, 6/10/9 ext., 5/10/10 ext., 5/10/11, 5/1/12-2/9/13, 2/10/14 ext., 2/10/15 ext.) AV. Los Heroes 133, Chupaca, Junin, Peru. 64389591; 64439260.
- Beraun Borja, Luis Alberto 1078091; 1079413 (3/10/10 ext., 3/10/11 ext., 3/24/12-1/9/13, 1/10/13 ext., 1/10/14 ext.) Jiron Tacna Manzana #30, LT 04, El Tambo, Huancayo, Junin, Peru. 584-8404; 064366416.
- Beraun Huaraca, Aldo Angel 1079557 (2/10/13 ext., 2/10/14) JR-Tacna 3004, Huancaoy, Junin, Peru. 64-366416.
- Camasca Quinto, Nilo 1079700 (10/12/12-8/9/13, 8/10/13 ext., 8/10/14 ext.) JR. Tacna 212 Barrio 28 de Julio, Pu Cara, Huancayo, Junin, Peru; Jr. Bolognesi #370 Pucara, Huancayo, Pucaro, Peru. 64-504359.
- Casas Orihuela, Alfredo 1070476 (5/28/14-3/9/15, 3/10/15 ext.) Jiron Chupimarca S.J. Iscos S/N, Chupaca, Junin, Peruano. 64-621442; 064632949.
- Cerron Ricse, Oswaldo Israel 1070477 (12/5/14-3/9/15, 3/10/15 ext.) Anexo Santa Cruz Ranca S/N, San Jose Jarpa, Peru; Avenida Apahuay S/N Shicuy, Junin, Peru. 992270108.
- Chambergo Castillon, Donato Jilmer 1079031 (5/12/11-12/9/11, 12/10/11 ext.) Pasaje Fernandez #171, Huancayo, Peru. 17-731234; 236014.
- Chambergo Castillon, Eddy 1078338; 1079415 (2/19/9-1/9/10, 1/10/10 ext., 1/10/11 ext., 3/29/12-1/9/13) Pasaje Fernandez #171, Huancayo, Peru; AA-H, Horacio, Oracio Zevallos Gomez MZ. D. LT 21; ATE, Vitarte, Peru. 01151-64-236014; 64-3534844; 773-1234.
- Chambergo Castillon, Kilder 1077978; 1079416 (1/10/9 ext., 1/10/10 ext., 1/10/11 ext., 2/11/12-1/9/13) PJE Fernandez #171, Yanama Huancayo, Peru; AV. Yanama CDA 16 PSJ Fernandez #171.
- Damian Romero, Melesio Eusebio 1079709 (12/13/12-9/9/13, 11/10/13 ext., 11/10/14 ext.) Bloque Las Mercedes 4 CPPJJ., Las Mercedes, La Oroya, Yauli, Junin, Peru. 64-439075; 964872643.

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- De La Cruz Uribe, Edwardo 1079756 (6/10/15-6/9/16) Centro Union S/N, Misquipata, S.J. Jarpa, Chupaca, Junin, Peru.
- Delgadillo Cajahuanca, Eleodoro 1079818 (3/12/12-12/9/13) Delgadillo Cajahuanca, Huancayo, Junin, Peru; Jose de La Torre Vgante 987 Junin, Peru; Jr. De La Torre Ugarte 262 Int. 12, Junin, Peru. 954011578.
- Menendez Cordova, Eliazar Jaime 1079009; 1079748 (5/12/11-11/9/11, 11/10/11 ext., 1/11/13-10/9/13, 10/10/13 ext., 10/10/14 ext.) Pueblo De Chala, San Juan De Quero Huancayo, Junin, Peru; Jr. Vista Alegre S/N, Chupaca, Junin, Peru. 64-504359.
- Samaniego Salvatierra, Mansueto 1079517 (8/7/12-2/9/13, 2/10/13 ext., 2/10/14 ext., 2/10/15 ext.) Anexo Misquipata S/N, San Juan de Jarpa, Chupaca, Junin, Peru. 64629851.
- Taipe Zurichaqui, Oscar 1070787; 1078157; 1079261 (3/16/12-3/16/12, trf. to Ellison 1/29/13, 9/10/13 ext., 9/10/14 ext., 3/17/15-1/9/16) Anexo Barrio Acocancha S/N, Yanacancha, Huancayo, Junin, Peru; Jr. Echeniqu S/N, Chupaca, Junin, Peru; Barrio Voz Del Cielo S/N, Chupaca, Junin, Peru. 064792389; 962729823; 064439497; 064794866.
- Soto Meza, Jhonny 1078996 (12/1/10-11/9/11, trf. to Non-NV Ranch 7/20/11) Av. Los Proceres #1461, Chilca Huancayo, Junin, Peru. 64-383351; 64-216040; 064504231.
- Echia Martinez, Ronal 1078236; 1079147 (1/21/9-10/9/9, 3/10/10 ext., trf. to Non-NV Ranch 10/3/10) Jiron Inca Ripac #822, El Tambo, Huancayo, Peru; Jr. Alfonso Uearte 264 Palcamayo, Tarma, Junin, Peru. 964-841015; 7775-756-6542; 7757566570.
- Menendez Cordova, David Felix 1070322; 1078807 (2/2/14-12/9/14, 12/10/14 ext.) Jr. Ica Antigua #1392, Huancayo, Junin, Peru. 64-504359; 971646998; 064789427.
- Villdran Cea, Arcenio Ariel 1081816 (2/10/11 ext., trf. to Ellison 6/25/12, 2/10/12 ext.) (*) (*)
- Torres Recuay, Diego Dael 1070483; 1079194 (4/10/12 ext., trf. to Ellison 6/25/12, trf. to K & N Livestock 9/27/12) Calle Principal S/N Auray, Chilca, Huancayo, Junin, Peru. 64777189; 64772667.
- Bruno Damian, Leonard Rolan 1070042; 1078854 (4/10/12 ext., trf. to Ellison 6/25/12) Pasaje Salcantay Manzana S Lt. 1 of El Tambo, Urbanizacion Santa Barbara, Huancayo, Junin, Peru. 64-772663; 017258136.
- Alvarez Mayta, Henry 1079969; 1079009 (1/10/13-2/9/14, trf. to Ellison 4/25/13, 11/1/13 ext., 2/10/14-2/9/15, 2/10/15) Barrio Huerapoquio S/N Yancancha, Chupaca, Junin, Peru. 64-439592.
- Ortega Ricaldi, Edwin Nilton 1077882; 1078791; 1079463 (Trf. to Ellison 4/29/11, 6/20/12-2/9/13) Jr. Jose Olaya 501, Junin, Peru; Jr. Jose Alaya #501. Villa Hermosa Ate Junin, Peru. 90825581; 6924289; 064783832.
- Soto Meza, Rolando Magno (*) (*) (*) (*)
- Alvarado Llaiturea, Camilo Del Carmen 1081795 (1/10/10 ext., Trf to Ellison 5/24/10) Fundo O Rancho Ganadero "El Desierto" Villa Cerro Castillo Comuni Rio Ibanez, XI Region Chile. (*)
- Orihuela Orihuela, David Fredy 1078967 (*) Barrio Porvenir S/N Chicche, Huancayo, Junin, Peru. 64-81100
- Rodriguez Garcia, Cesar Jose 1078482; 1071024 (10/6/15-8/9/16, 8/10/16 ext., 8/9/18 ext.) Ave. Cirumbalacion #250, Chupaca, Junin, Peru; Jr. Andrea Arauco 324. Chupaca Junin, Peru. 367870; 064762054; 064389575.
- Calixto Quispelaya, Euilalio 1082338 (4/18/17-3/6/18, 3/9/18 ext.) S.P. Sulcan S/N S.J. Quero, Concepcion; Plaza Principal San Pedro De Sulcan, Concepcion Junin, Lima, Peru. 964808726.
- Quinones Huair, Vicente Italo 1077319 (10/23/17-3/6/18, 3/8/18 ext.) Caserio Chaupirume, Alto Tumbaden, San Peblo Cajamarca; JR. Maiscal Sucre #1803 Bellavista S.A. Cajas Huancayo, Junin, Peru. 969919320; 63421211; 964919320.
- Casall Cerron, Gelacio 1082299 (4/1/17-2/6/18, 2/9/18 ext.) (*) 964075990.

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* = Will supplement as additional information is found.

<p>Empire Ranching Co. (#00812)</p>	<ul style="list-style-type: none"> • Vilchez Ricardo, Percy 1079213; 1079553 (6/10/11 ext., trf. to Empire 4/22/11, trf. to Rafter 7 Sheep 5/20/12) Nueva Oruaizacion Los Frutales, Mala, Lima, Peru; Mz. E Lt. 38 Urb. Los Frutales, Mala, Canete, Lima, Peru; Calle Los Frutales Mz. E Lt. 38 Mala, Lima, Peru. 694-1386. • Astete Ramos, Clever Policarpo 1070777; 1079378 (12/10/11-12/9/12, trf. to Truckee River Ranch LLC 11/20/12) Jron Alfonso Ugarte S/N, Palcamayo Tarma Junin, Peru. 64-338911; 064-633167. • Ramos Lazaro, Tadeo 1078937 (10/23/10-9/9/11, trf. to Empire 4/18/11, 9/10/11 ext., 9/10/11 ext., trf. to Non-NV Ranch 11/5/11) Barrio Independencia S/N S.J. Quero, Concepcion, Junin, Peru. 964009492.
<p>Estill Ranches LLC (#10176)</p>	<ul style="list-style-type: none"> • Ballasco Uribe, Gamaniel 1078102 (3/10/10-3/9/11) Anexo De Misquipata S/N, San Juan De Jarpa, Chupaca, Junin, Peru. 64367889. • Bruno Inga, Ronil Victor 1078187; 1079518 (11/18/08-9/9/9, 11/10/10 ext., trf. to Non-NV Ranch 3/14/11) Calle 2 de Mayo S/N San Roque de Huarmita, S.J.Q., Concepcion, Junin, Peru. 64811050; 064623535. • Damian Coter, Americo 1078345 (11/9/9-2/9/10) N. Chaquicocha Peru, Nacido En 1986 Anos de Edad; Anexo Chaupicocha S/N, S.J. De Quero, Concepcion, Peru. 64764608. • De La Cruz Huair, Yhomar Evodio De La Cruz Huair, Yhomar Evodio (10/22/13-9/9/14) Jiron Pedro Galvez #1875, El Tambo, Huancayo, Junin, San Jose De Quero, Concepcion, Peru; Buenoeys Sinin, Usibamba Concepcion, Huancayo, Peru. 627844; 987607622. • Diaz Damian, Walder Cirilo Diaz Damian, Walder Cirilo (6/10/9 ext., 6/10/10 ext., 3/10/11-1/9/12, 1/10/12 ext., 1/10/13 ext., 4/1/14-2/9/15) Carretera A Yauyos, Anexo, Chaquicocha, Huancayo, Junin, Peru; AV-Canada 158 URG. Los Vinedoes-Comas, Lima, Peru; Carretera Yauyos S/N Chaquicocha S.J. Quero, Concepcion, Junin, Peru. 5517143; 5366047; 5276018. • Ramos Zacarias, Luis Dacio 1078060 (12/31/8-3/9/9, 3/10/9 ext., 3/10/10 ext., 3/10/11 ext.) MZ K3 Lote #30 A.H. mi Peru Ventanilla, Calleo Peru; MZ. K. Lt. 30 Av. Tacua, Mi Peru, Uentanilla, Calleo, Peru. 011511-5538797. • Ramos Zacarias, Wilmer Celso 1078913 (10/26/10-8/9/11, 8/10/11 ext.) Huarila Oroya Junin, Peru; Calle Comandante Zarate S/N Huari, La Oroya, Yauli, Junin, Peru. 988560073. • Samaniego Canchumanya, Neycinio 1078046 (4/4/8-2/9/9, 2/10/9 ext., 2/10/10 ext.) Ave. #28 De Julio S/N Chaquicocha Peru. 64366311. • Samaniego Vera, Abraham Jaime 1070719; 1079412 (2/14/12-1/9/13, 1/10/13 ext., trf. to Estill 2/24/14, 12/18/14-11/9/15) Avenida San Martin S.N. Chaquicocha, Huancayo, Junin, Peru; Calle San Martin S/N SJQ, Concepcion, Junin, Peru; Calle San Martin S/N C.P. Chaquicocha, S.J. Quero, Concepcion, Junin, Peru. 64624087; 986768576; 986695948. • Santana Chuquillanqui, Robert Roy 1078588; 1079664 (11/13/9-8/9/10, 8/10/10 ext., 8/10/11 ext., 8/28/12-7/9/13, trf. to Silver Creek 10/24/12) 22 Anos De Edad, Peru; Jr. Ramon Castilla S/N Chaquicocha San Jose De Quero Concepcion Junin Peru. 17792760; 017650324; 064623525. • Tocas Aquino, Robert 1070434; 1079025 (1/18/11-12/9/11, 12/10/12 ext., 4/1/14-2/9/15) Carretera A Yauyos S/N, Chaquicocha, S.j. Quero, Concepcion, Huancayo, Junin, Peru. 64623579; 64830400. • Sandoval Meza, Reynoso 1070827; 1078344; 1079388 (4/24/9-2/9/10, 2/10/10 ext. trf. to Non-NV Ranch 4/13/11) Calle Mantaro #675 Chongos Alto Huancayo Peru; Jr. Micaela Bastodas S/N El Tambo Huancayo Junin Peru. 963744211; 064639375; 64-994555483. • Samaniego Canchumanya, Rudy 1078589 (3/13/10-8/9/10) Ave 28 De Julio, Chaquicocha, Peru; Carretera A Yauyos S/N, Chaquicocha, S.J. Quero, Concepcion, Junin, Peru. 64830411; 0115164366311.

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	<ul style="list-style-type: none"> • Tacunan Meza, Leoncio 1078277; 1079608 (4/17/9-11/9/9, 11/9/9 ext., trf. to Estill 7/6/10, trf. to Non-NV Ranch 10/20/10) Santa Magdalena S/N, Canipaco, Chicche, Huancayo, Junin, Peru. 64964407778; 221081; 064-622664. • Guadalupe Loyola, Aurelio 1078336 (7/9/9-12/9/9, 12/10/9 ext. trf. to Estill 11/18/10, 12/10/10 ext.) Jr. Guillermo Miller #421, Junin, Peru. 64-327644; 781036. • Reyes Aquino, Saul 1078271; 1079653 (Trf. to Estill 3/10/9-12/9/9, 12/10/9-12/9/10, trf to Non-NV Ranch 1/25/10) Av. San Martin S/N Chaquicocha Concepcion, S.J.O., Junin, Peru. 64382758; 06462662 • Quilodran Aguila, Gonzalo Miguel 1081838; 1081857 (4/14/11-2/9/12, trf. to Estill 7/21/11, 4/27/12-1/9/13) Calle Lautaro #150, Puerto Ingeniero Ibanez, XI Region Chile. • Meza Quispealaya, Wilder 1079411 (2/14/12-1/9/13, 1/10/13 ext., trf. to Estill 3/10/13) Anexo Misquipata S/N Chupaca, Junin, Peru. 964234135. • Canchari Sullca, Raul 1070568; 1079072 (trf. to Estill 3/27/13, trf. to Non-NV Ranch 3/25/15) Prolongacion Huari S/N, Huancavelica, Peru; Jr. Los Sauces S/N Palian, Huancayo, Junin, Peru. 6428344. • Jaque Yauri, Jose Carlos 1078386 (trf. to Estill 8/20/10) Jr. Perdo Davila S/N, Barrio Pincha, Chupaca, Junin, Peru. 64-389570. • Palomino Pio, Hector 1077942; 1079231 (trf. to Estill 3/25/13) Jiron Yauri #135, Chaupimarca, Cerro De Pasco, Peru. 011511-5360417; 010194551721; 0639932577; 011-511-063-7999913. • Tacza Castillon, Roy 1078045 (2/10/09 ext., 2/10/10) Chala Alata S/N, S.J.Q. Concepcion Junin, Peru. 5276018; 3715220. 956655598; 926183695. • Huaynalaya Lapa, Hector (*) (*) (*) (*) • Quispealaya Inga, Danilo 1082409 (1/12/18-3/6/18, 3/9/18 ext.) Jr. Hahco Capac S/N, Huachac, Huabicya, Peru.
Eureka Livestock (#00820)	<ul style="list-style-type: none"> • Oretaga Geronimo, Javier Wilder 1079820 (3/1/13-12/9/13, trf. to Eureka 10/30/13, 12/10/13 ext., 12/10/14) Calle Cacares No. 31 Carhuacayan, Yauli, Junin, Peru. 64-781326; 999904613. • Alonzo Huaire, Marbyn Roy 1070107 (4/10/13-4/9/14, trf. to K&N 11/24/13) Calle Huamachuco S/N, Usibamba, San Jose de Cuero, Concepcion, Peru. 979889573. • Bruno Bruno, Orlando 1079309 (1/13/12-11/9/12, 11/10/12) Usibamba Huancayo Junin Peru. 64-253402. • Bruno Damian, Jayson 1078890 (10/16/10-6/9/11, 6/10/11 ext., 5/10/12) JR. Inca Ripac #1702, El Tambo, Huancayo, Junin, Peru. 64-249210. • Bruno De La Cruz, Jenry 1079987; 1078800; 1079987 (10/16/10-3/9/11, 3/10/11 ext., 7/10/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Anexo Usibama S/N, S.J. de Quero, Junin, Peru; Tron. Andahuylas S/N, San Jose Quero, Usibamba, Usibamba, Peru. 64-419429; 064621908. • Bruno Inga, Benigno 1078332 (trf. to Eureka 4/9/10) JR. Alonso Mercadillo, Chupaca, Huancayo, Junin, Peru. 64-773143; 208-785-0407; 208-681-9093. • Huaynalaya Salvatierra, Rigoberto 1079915 (8/29/13-1/9/14, 1/10/14 ext.) Huaynalaya Salvatierra, Calle Jose Olaya S/N, Barrio La Union, San Juan De Jarpa, Chupaca, Peru. • Maldonado Valentin, Marcelino 1078163; 1079242 (11/15/11-8/9/12, 8/10/12 ext., 8/10/13 ext.) Jr. Ayacucho #604, Junin, Peru; Jr. iguel Grau Lado Norte 464, Junin, Peru. 344058; 964969958; 064786140. • Maldonado Valentin, Carlos German 1078302 (12/18/12-3/9/13, 3/10/13 ext.) Anexo De Sasicucho S/N, Junin, Peru. 964534025. • Manrique Quispe, Aldo Ivan 1078512; 1079657 (6/5/9-5/9/10, 5/10/10 ext., 5/10/11 ext., 7/25/12-7/9/13) Urb. Gonzales, Pasaje Jose Maria Eguren #161, El Tambo, Huancayo, Peru; Av. Huancayo, Casacancha S/N Ingenio, Huancayo, Junin, Peru. 64761756; 064772717. • Manturano Bruno, Erick 1070502 (2/28/15-8/9/15) Jiron Andahuaylas S/N, Usibama, S.J. Quero, Concepcion, Junin, Peru. 64621908; 989845034.

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	<ul style="list-style-type: none"> • Regjo Peralta, Idu Roberto 1070242 (1/18/14-9/9/14, 9/10/14 ext.) Jr. Antonio Sucre S/N, Ondores, Junin, Peru. 969604528. • Sosa Tumialan, Celso Domiciano 1070447; 1079042 (1/27/11-12/9/11, 12/10/12 ext., 12/10/13 ext., 5/3/14-2/9/15) Psje Jose Maria Eguren 161 Urb. Gonzales El Tambo Huancayo Junin Peru; Psje Jose Maria Eguren 161 El Tambo Huancayo Junin Peru. 64639109; 954889738; 64388086. • Sosa Tumialan, Cesario Marcelo 1070711; 1079174 (4/29/11-2/9/12, 2/10/10 ext., 2/10/13 ext., 2/10/14 ext., 2/28/15-10/9/15) Psje. Jose Maria Eguren #161, El Tambo, Huancayo, Junin, Peru; Calle Real S/N, Paccaha, Jauja, Junin, Peru; Carretera Central 13, Centro Poblado Paccha Chico, Paceha, Jauja, Junin, Peru. 64774898; 965830019; 64-761756; 778238. • Sosa Tumialan, Maximo Zacarias 1070501; 1077897; 1079241 (10/1/11-8/9/12, 8/10/12 ext., 8/10/13 ext., 10/22/14-8/9/15) Pje. Jose Maria Eguren #161, El Tambo, Junin, Peru. 64774898; 064388086; 064778238. • Sosa Vilca, Alfredo Alejandro 1070448 (9/25/14-2/9/15, 2/10/15 ext.) Psje Jose Maria Eguren 161, El Tambo, Hyo., Junin, Peru. 940159798; 64-774898. • Zevallos Loyola, Perdo Edilo 1078889; 1070243 (9/13/10-6/9/11, 6/10/11 ext., 5/10/12 ext., 12/18/13-5/10/12) Jr. Jose Olaya S/N Yanahuanca Daniel Alcides Carrion. Pasco, Peru; Jr. Simon Bolivar #232, Junin, Peru. 64310607. • Camposano Bruno, Alcides 1078513 (11/13/09-5/9/10, 5/10/10 ext., 5/10/11 ext.) Calle Usibamba S/N, Junin, Peru; Jr. Lima S/N Usibamba S.J. Quero Concepcion Junin, Peru. 64252280; 064416019. • Quinones Bruni, Roddy 1070564 (9/9/14-8/9/15) Joron Piura S/N, Usibamba, S.J. Quero, Concepcion, Junin, Peru. 943476139; 064633472. • Zellallos Yantas, Lener Marco 1082199 (9/14/16-7/8/17, 7/9/17 ext.) BQ Acomarca 35 Cas. Acomarca, Junin, Peru. 64327824; 064327824. • Gomez Villegas, Luis Hugo 1071077 (Trf. to Eureka 5/30/18, 10/9/18 ext.) Jiron Simon Bolivar S/N, Ondores, Junin, Peru. 64632013. • Echevarria Aguero, Brain Jensen 1082877 (*) (*) 990357660; 64632942. • Regio Peralta, Adan Jesus 1082588 (10/31/17-10/6/18) Jr. Jose Antonio De Sucre, Ondores, Junin, Peru. 985493423; 64638695. • Lozono De La Cruz, Agustin 1082475 (10/24/17-8/6/18, Trf. to Eureka 4/16/18, 8/8/19 ext.) Calle Vista Alegre S/N Chicche, Huancayo, Junin, Peru. 64622557; 64631126; 64622715; 067630120/ • Soso Vilca, Alfredo Alejandro 1070448 (9/25/14-2/9/15, 2/10/15 ext., 10/19/17-9/6/18, 9/9/18 ext.) Psje Jose Maria Eguren 161, El Tambo, Hyo., Junin, Peru. 940159798; 64-774898; 6613813223. • Regjo Peralta, Roberto Idu 1070242 (5/23/17-5/6/18, 5/9/18-5/6/19) Jr. Jose Antonio Sucre S/N, Ondores, Junin, Peru. 969604528; 970756482. • Casallo Guerra, Hermes 1081964 (2/8/17, Trf. to Non-NV Ranch 10/18/17) Calle 03, Chala Nueva, Junin, Lima Peru. 64620042; 64625355; 6612407296. • Surichaqui Campos, Emer Teodulo 1082587 (10/31/17-10/6/18, 10/9/18 ext.) Av. Los Andes San Agustin De Cajas, Huancayo, Junin, Peru. 981680284.
F.I.M. Corp. (#01210)	<ul style="list-style-type: none"> • Osorio Menis, Edgar Clemente 1070638; 1079019 (6/9/11-11/9/11, 11/10/11 ext., 11/10/12 ext., 11/10/13 ext., 10/28/14-9/9/15) Jiron Jose Olaya #906, Junin, Peru; Jr. Paraguay S/N, Junin, Peru. 954033516; 064-772738; 978986946. • Arredondo Cajahuanca, Teodomiro 1070191; 1070798; 1078758 (9/1/10-2/9/11, 2/10/11 ext., 2/10/12 ext., 2/10/13 ext., 8/10/14 ext., 3/11/15-1/9/16) Jiron Paraguay #303, Junin, Peru. 64-964055732.

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- Astucuri Osorio, Jaime Anibal 1070799; 1078697; 1079735 (12/10/9-12/9/10, 2/13/10-12/9/10, 12/10/10 ext., 11/27/12-9/9/13, 11/10/13 ext., 9/10/13-9/9/14, 2/18/15-1/9/16, 1/10/16 ext., 1/10/17 ext., 1/8/18-1/6/19) Astucuri Osorio, Jiron Jauja #270, Junin, Peru. 64-722738.
- Cajahuanca Aguilar, Raul 1078021; 1079014 (1/10/10 ext., 11/10/11 ext., 11/10/12 ext., 2/15/14-2/14/15) AV Ferrocarril #106, Junin, Peru; JR. Jorge Chavez #535 Sur, Junin, Peru. 647989754.
- Camargo Martinez, Hilario 1070192; 1077874; 1078891 (11/10/09 ext., 12/31/10-11/9/11, 11/10/11 ext., 11.10/12 ext., 1/12/14-8/9/14, 8/10/14 ext.) Jiron Santa Ana #349, Tarma, Junin, Peru; Caserio Yanamachay S/N, Tarma, Peru. 68-321812; 064321130; 986309992; 064321812.
- Camargo Martinez, Hugo 1078335; 1078757 (2/9/9-10/9/10, 2/10/10-2/9/11, 2/10/11 ext.) Jiron Colombia #596, Junin Peru; Jr. Jorge Chavez #1317, Junin, Peru. 344-127; 064322439; 0115164344024; 2248670.
- Condezo Negrete, Antonio 1077873; 1078992 (2/12/8-9/9/8, 11/10/8 ext., 11/10/9 ext.) 25 de Abril MZ J. LT. 28 Micaela Bastidas, Ate Vitarte, Lima, Peru; Caerio Rocoscoto S/N, Huacar/Ambo Huanuco, Peru. 5833449; 4941522.
- Delgado Astuhuaman, Ulises 1079080 (6/9/11-1/9/12, 1/10/12 ext., 1/10/13 ext., 1/10/14 ext.) Jr. Simon Bolivar N2 156, Junin, Peru. 64-344117.
- Durand Carhuas, Hasbet Martin 1070277 (12/17/13-10/9/14, 10/10/14 ext.) Calle 27 De Julio C.P.P.J.J., Columno Pasco, Peru; Clale 27 de Junio S/N Coloujilca, Yanacacha, Pasco, Peru. 64781659.
- Huaranga Gallardo, Raul Justiniano 1078542 (3/4/10-7/9/10, 7/10/10 ext., 7/10/11 ext.) Ave Andres Avelino Caceres #291, Junin, Peru; Jr. Commandante Espinar #185, Junin, Peru. 64-344121; 064-310613.
- Luna Astuhuaman, Raul 1070348; 1079168 (3/24/11-2/9/12, 2/10/12 ext., 2/10/13 ext., 2/11/14-1/9/15, 1/10/15 ext.) MZ. G, Lt. 5, Urbanizacion Los Jardines, El Naranjal, Ia. Etapa, SMP, Lima, Peru; MZ E. Lt. 5 URB. Los Jardines De 2 Naranjal LRA ETA PA, San Martin De Porres, Lima, Peru; MZ G LT. 5 URB. Los Jardines, El Naranjal Primera Etapa, San Martin De Porras Lima Peru. 6651291; 992-265-290.
- Osorio Menis, Cesar 1070639 (10/28/14-9/9/15) Jiron Jose Olaya #906, Junin, Peru. 64-772738; 965947989.
- Porras Poma, Victor Pascual 1078020 (3/4/8-1/9/9, 1/10/9 ext., 1/10/10 ext.) Jr. Ferrocarril #112-114, Junin, Peru. 64302376.
- Quijada Aguilar, Yiyi 1079501 (3/10/12-2/9/13, 2/10/13 ext., 2/10/14 ext.) Ondores Junin, Peru; Jr. Colombia S/N Junin, Peru. 987722013; 064344017.
- Yatnas Porras, Antidio Oswaldo 1078224; 1078698; 1079813 (2/9/9-10/9/10, 3/10/10-12/9/10, 12/10/10 ext., 12/10/11 ext., 2/10/13-12/9/13, 12/10/13 ext., 12/10/14 ext.) Jiron Jose Olaya #412, Junin, Peru; Joron Miguel Grau #180, Junin, Peru. 64-345108; 064414672; 064763174; 672-0363.
- Porras Huaynate, Armando Luis 1070349 (5/28/14-1/9/15, 1/10/15 ext.) Jiron San Nicolas De Pierola #809, San Pedro De Cajas, Tarma, Junin, Peru. 64627710; 940684412.
- Zevallos Grijalva, Ricardo 1078541; 1079736 (2/23/10-7/9/10, 7/10/10 ext., 7/10/11 ext., 6/10/12 ext., 4/16/13-9/9/13, 9/10/13 ext., 9/10/14 ext.) Jr. Huancayo #220, Junin, Peru; Av. La Cantuta #109, Huancayo, Junin, Peru; Av. Cantuta #109 El Tambo, Huancayo, Junin, Peru. 64-301740; 064-419709.
- Payano Ricaldi, Hugo Fortunato 1070274; 1077983; 1079015 (12/10/09 ext., 2/10/11-11/9/11, 11/10/11 ext., 11/10/12 ext., 2/11/14-10/9/14, 10/10/14 ext.) Jr. Grau #286, Palcamayo, Tarma, Junin, Peru; Jorge Chavez #535, Junin, Peru; Calle Jr. Jorge Chavez 535, Junin, Peru. 64-301967; 064311427; 064311450; 064628521; 493778; 064783581.

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* = Will supplement as additional information is found.

	<ul style="list-style-type: none"> • Diaz Quinones, Reynaldo Roger 1070278 (9/16/16-8/8/17, trf to F.I.M. 5/30/17; 8/9/17 ext.) Usibama Av. Arequipa, S/N San Jose De Quero, Concepcion, Junin, Peru. 64631712; 986695843; 064-639230. • Malqui Fernandez, Remi Fernando (*) (*) (*) (*) • Ames Vilchez, Fereil 1082594 (Trf. on arrival to Non-NV Ranch) Barrio San Pedro O/C Huasoar S/N Peru. 64633560. • Laureano Ventocilla, Edgar Eloy 1082496 (10/17/17-8/6/18, 8/9/18 ext.) Jr. Simon Bolivar S/N, Junin, Ondores, Peru. 963925736; 990439235. • Bashualdo Llacza, Jonny Jose 1082495 (8/6/18-8/9/18, 8/8/19 ext.) Yanel Junin, Tayma, Peru. 995901863; 979529217.
Gary Snow Livestock (#02640)	<ul style="list-style-type: none"> • Beraun Aldana, Rey Moises 1079575 (4/15/12-3/9/13) Corpacench S/N Marcapomacocha, Yauli, Junin, Peru; JR Ayacucho N 349, Junin, Peru. 964690521; 064-337759. • Hinostroza Samaniego, Anibal Rusvel 1070952 (*) Avenida 28 De Julio S/N, S.J. Quero, Peru. (*) • Hurtado Echevarria, Edgar Raul 1078614; 1079493 (10/31/9-9/9/10, 11/10/10 ext., 5/5/12-2/9/13, 2/10/13 ext.) Anexo Paccha S/N, Ondores, Junin, Peru. 64-301776; 990566004; 64-783821. • Solorzano Payano, Paul 1078822 (11/20/10-3/9/11, 3/10/11 ext.) Jr. Ayacucho #349, Junin, Peru. 64337759. • Solrazano Payano, Francisco 1078394; 1079289 (4/9/9-2/9/10, 2/10/10 ext., 2/10/11 ext., 12/20/11-9/9/12, 11/10/12, 11/10/13 ext.) Jiron Ayacucho #349, Junin, Peru. 64337759; 064964708385; 064780697. • Machacuay Puris, Saul 1078880; 1079963 (5/18/10-4/9/11, 4/10/11 ext., 4/10/12 ext., 3/12/13-2/9/14) Jr. Jose De La Torre Ugarte #838, Junin, Peru. 64-780697; 064-783582; 064964049686; 064-631698. • Zevallos Llacua, Nestor Benito 1070503 (5/10/14-4/9/15, 4/10/15 ext.) Calle Lima #144, La Oroya, Yauli, Junin, Peru. 064391132; 958479244. • Mayorca Lapa, Ruben 1070020; 1078218 (2/5/9-10/9/9, 10/10/9 ext., 10/10/10 ext., 4/6/13-3/9/14) Jiron Antonio Raymondi Pasana S/N, Chupaca, Peru; Calle Simon Bolivar #101, Yanacancha, Peru. 64-784311; 19989973; 064811080. • Soto Meza, Jhonny 1078996 (12/1/10-11/9/11, trf. to Gary Snow 9/8/11, 11/10/11 ext., 11/10/12 ext.) Av. Los Proceres #1461, Chilca Huancayo, Junin, Peru. 64-383351; 64-216040; 064504231. • Rupay Gamero, Wilton Dagoberto 1078983 (4/5/11-11/9/11, trf. to Gary Snow 9/29/11, 11/10/11 ext., 11/10/12 ext.) Jr. Cerro De Pasco #1164, Junin, Peru; Mz. C Lt. 14 Villa Periodista Huanca, Huancayo, Junin, Peru. 64792786. • Cotarate Davila, Anderson Williams 1079021 (1/21/11-12/9/11, trf. to Gary Snow 1/6/12) Jr. Junin #1479, Huancayo, Junin, Peru; Anexo Colpa S/N Chacadalpa, Yauli, Junin, Peru. 115164776572; 064388270. • Rojas Uribe, Juan 1078275 (trf. to Gary Snow 3/30/12) Psje. Maravi S/N, Carmen Alto, Chupaca, Peru. 780062; 064954428683; 783833. • Echevarria Zevallos, Juan Jose 1079202 (6/14/11-5/9/12, 5/10/12 ext., trf. to Gary Snow 7/16/13) Ave Agropecuario #672, Matahuasi Concepcion, Junin, Peru. 64-436035. • Ballazco Samaniego, Ruben Valwish 1078701 (12/10/11-12/9/12, trf. to Gary Snow 3/15/11, 12/10/12-12/12/13) Jr. Antonio Marrro S/N, Shicuy Chupaca, Peru. (*) • Astete Ramos, Clever Policarpo 1070777; 1079378 (4/14/14-12/9/14, trf. to Gary Snow 4/11/14, 1/10/15-1/9/16, 1/10/16-1/9/17, trf. to Non-NV Ranch 1/10/17) Iron Alfonso Ugarte S/N, Palcamayo Tarma Junin, Peru. 64-338911; 064-633167.

trf. = transfer

ext. = extended contract

* = Will supplement as additional information is found.

Grass Valley Ranch LLC (#01336)	<ul style="list-style-type: none"> • Solorzano Martinez, Victor Hiraclio 1070687; 1079438 (4/22/12-1/9/13, 1/10/14 ext., 3/24/15-11/9/15) Jiron Simon Bolivar #406 Este, Junin, Peru; Jr. Av. 06 de Agosto S/N, Ondores, Junin, Peru. 01-6587157; 940141065; 954-408465; 9544084. • Solorzano Martinez, Hugo Humberto 1078755; 1079957 (3/14/13-2/9/14, 2/10/15 ext.) Jr. Francisco Pizarro #342, Junin Peru; Jiron Simon Bolivar S/N, Ondores, Junin, Peru. 9406135; 064964018008; 64964471549; 996045127. • Soto Alvarino, Hugo Inocente 1078517 (11/4/9-6/9/10) Ave 6 De Agosto Ondores Junin Peru. 1980975916.
Green Goat Restoration, LLC (#01287)	<ul style="list-style-type: none"> • Aquino Orellana, Antonio Faustino 1070628 (9/10/14-9/9/15) Calle Buenos Aires S/N, Alata, Manzanares, Concepcion, Junin, Peru. 064-633685; 985802817. • Diaz Macha, Liberato Jacinto 1070977 (*) Santa Rosa De Huallancayo S/N, Chabara, Concepcion, Junin, Peru. (*) • Huaman Aquino, Jhon Rhonald 1070511 (6/6/14-5/9/15) PSJE Chaupimarca S/N Sanos Chico, El Tambo, Huancayo, Peru. 64632613. • Huaman Aquino, Jose Luis 1070065 (4/24/13-3/9/14, 3/10/14 ext.) Barrio Chacapampa S/N, Chalhuan-Sincos, Jauja, Junin. 64-632613; 064632616. • Huayre Aquino, Alfredo 1070064 (*) Jr. Jose Olay S/N Usibamba SJ de Quero, Concepcion, Junin, Peru. 964234915; 064626645. • Socualaya Quispe, Arturo 1070143 (6/15/13-5/9/14, 5/10/14 ext.) Chupaca, Junin, Peru; Calle Concepcion S/N, Usibamba, San Jose De Quero, Concepcion, Junin, Peru. 64-628158; 064628985; 992866460. • Morales Damian, Ilesio 1070804; 1078440; 1079466 (2/10/14 ext.) Jiron Piura S/N Usibamba, S. Jose de Quero, Concepcion, Junin, Peru; Anexo Usibamba S/N, S.J.Q, Peru; Estpoca, Junin, Huancayo, Junin, Peru. 64-767036; 064628644; 942340549; 064632823. • Castillo Macha, Pedro 1082027 (3/3/16-7/9/16, 7/10/16 ext.) Carretera Sr Huarmita, S/N, SJQ. 64632154. • Inga Huayes, Yersi Gilmar 1079698 (*) Jiron Francisco Bolognesi S/N Usibamba, San Jose De Quero, Concepcion, Junin, Peru. 64625469. • Jaime Lorera, Rodelson 1078640; 1079982 (*) Usibamba Peru; Av. Brasil S/N Usibamba, S.J. Quero, Concepcion Junin, Peru. 64-781149; 064964940704. • Soto Gomez, Shayan Wilber 1078051; 1079068 (*) Jr. Junin 1479 El Tambo, Huancayo, Junin, Peru; Jr. Simon Boliva R 240 San Agustin, Huancayo, Junin, Peru. 11511642472; 064501505; 064388270. • Huaman Aquino, Jose Juis 1070065 (4/23/13-3/9/14, 3/10/14 ext., 6/14/16-3/8/17, 3/9/18 ext.) Barrio Chacapampa S/N, Chalhuan-Sincos, Jauja, Junin; Huancayo, Peru. 64-632613; 064632616. • Socualaya Quispe, Arturo 1070143 (6/15/13-5/9/14, 5/10/14 ext., 5/10/14 ext., 6/14/16-3/8/17, 3/9/17 ext.) Chupaca, Junin, Peru; Calle Concepcion S/N, Usibamba, San Jose De Quero, Concepcion, Junin, Peru. 64-628158; 064628985; 992866460. • Huaman Osores, Pablo Angel 1082491 (*) Anexo Chalhuan S/N Sincos, Junin, Peru. 975964262; 064632613; 42096756; 64620401. • Huaman Aquino, Angel Adolfo 1082392 (2/24/17-2/6/18, 2/9/18 ext.) (*) 45894009; 995917631. • Rojas Huaire, Alberth 1082401 (Trf. to Green Goat 1/1/18, 2/9/18 ext.) (*) 944784029.
Jerry Lancaster (#01690)	<ul style="list-style-type: none"> • Solorzano Martinez, Hugo Humberto 1078755; 1079957 (3/13/10-2/9/11) Jr. Francisco Pizarro #342, Junin Peru; Jiron Simon Bolivar S/N, Ondores, Junin, Peru. 9406135; 064964018008; 64964471549; 996045127. • Soto Alvarino, Hugo Inocente 1078517 (*) Ave 6 De Agosto Ondores Junin Peru. 1980975916. • Salorzano Martinez, Victor Mauricio (*) (*) (*) (*)

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ext. = extended contract

* = Will supplement as additional information is found.

Jersey Valley Cattle Comp. (#01588)	<ul style="list-style-type: none"> • Inga Huayas, Yersi Gilmer 1079698 (1/29/13-8/9/13) Jiron Francisco Bolognesi S/N Usibamba, San Jose De Quero, Concepcion, Junin, Peru. 64625469. • Orhuela Orihuela, David Fredy 1078967 (12/27/10-10/9/11, 1/21/11-10/9/11, 10/10/11 ext., 10/10/12 ext., trf. to Jersey Valley 4/2/12, trf. to Non-NV Ranch 12/13/12) Barrio Porvenir S/N Chicche, Huancayo, Junin, Peru. 64-81100. • Jaime Lovera, Rodelson 1078640; 1079982 (3/12/13-2/9/14) Usibamba Peru; Av. Brasil S/N Usibamba, S.J. Quero, Concepcion Junin, Peru. 64-781149; 064964940704. • Morales Damian, Ileseio 1070804; 1078440; 1079466 (4/24/12-2/9/13, trf. to Jersey Valley 12/22/12, 2/10/14 ext.) Jiron Piura S/N Usibamba, S. Jose de Quero, Concepcion, Junin, Peru; Anexo Usibamba S/N, S.J.Q, Peru; Estpoca, Junin, Huancayo, Junin, Peru. 64-767036; 064628644; 942340549; 064632823. • Soto Gomez, Shayan Wilber 1078051; 1079068 (3/24/11-1/9/12, trf. to 1/1/12 to Jersey Valley, 1/10/12 ext.) Jr. Junin 1479 El Tambo, Huancayo, Junin, Peru; Jr. Simon Boliva R 240 San Agustin, Huancayo, Junin, Peru. 11511642472; 064501505; 064388270. • Huaman Aquino, Jose Luis 1070065 (*) Barrio Chacapampa S/N, Chalhuanas-Sincos, Jauja, Junin; Huancayo, Peru. 64-632613; 064632616. • Huaman Aquino, Alfredo (*) (*) (*) (*)
John Espil Sheep Co. Inc. (#01072)	<ul style="list-style-type: none"> • Rueda Pinales, Jose Luis 1012062 (4/9/9-1/9/10) Buenos Aires 36940, Penjamo, GIO, Mexico. 011-52-1-4691083237. • Alcantara Aro, Vides 1079637 (5/10/12-5/9/13, 5/10/13 ext., 5/10/14 ext.) Yanachancha, Chupaca, Peru. 64-622524. • Alvarado Llalli, Eleazar 1082133 (2/8/17 ext., 2/9/18 ext.) (*) (*) • Alvarez Mayta, Henry 1079969; 1079009 (1/10/13-2/9/14, trf. to Ellison 4/25/13, 2/10/14-2/9/15, 2/10/15) Barrio Huerapoquio S/N Yancancha, Chupaca, Junin, Peru. 64-439592. • Aquino Pino, Hernan Mamerto 1079127 (2/10/11-2/9/12, 2/10/12-2/9/13) Barrio San Jose de Quero S/N, Concepcion Junin Peru. 064-623058. • Camargo Condor, Luis Anacleto 1078751 (3/19/10-2/9/11, 2/10/11 ext., 2/10/12 ext.) JR. Cahuide S/N, Barrio Pincha, Chupaca, Junin, Peru. 64-243692; 064389539. • Condor Izaguirre, Cesar Jose 1079125 (5/27/11-2/9/12, trf to Non-NV Ranch 10/7/11) Jr. Buenaventura Rey 648 Zona K, S.J. De Dios, San Juan De Miraflores, Lima, Peru. 945884068. • Garcia Gallegos, Cruz 1012292 (11/19/14-10/9/15) Rio Grande, Zacatecas, Mexico; J Santos Banuelos Viejo, Zacatecas, Mexico. 433-983-4212. • Hernandez Estupinian, Jaime 1012248 (1/9/15-1/10/15) Rio Grande, Zacatecas, Mexico. 4339834148. • Justo Castillo, Lauro 1070789 (3/24/15-1/9/16) Justo Castillo, C.P.M. Huarmapuquio S/N, Junin, Peru. 984170252. • Lopez Yauri, Edgar Raul 1078005; 1079126 (10/8/11-2/9/12, 2/10/12 ext., 2/10/13 ext.) Av. Argentina S/N Barrio Buenos Aires, Chupaca, Junin, Peru. 64389570. • Orihuela Camayo, Enrique 1078432; 1079636 (5/23/12-5/9/13, 5/10/13 ext., 5/10/14.) Barrio Centro S/N, Yanachancha, Chupaca, Junin, Peru. 964210967; 064964355936; 064622524; 982796951. • Saucedo Almanza, Adrian 1012083; 1012218; 1012293 (3/16/10-2/9/11, 2/10/11 ext., 2/10/12 ext., 3/15/13-2/9/14, 1/24/15-10/9/15) Rio Grande, Zacatecas, Mexico. 433-983-4121. • Saucedo Zuniga, Enrique 1012118 (3/25/11-2/9/12, 2/10/12 ext.) Banuelos Viejo, Sombrerete, Zacatecas, Mexico. 011-52-433-983-4037. • Saucedo Zuniga, Martin 1012167; 1012246 (3/14/12-2/9/13, 3/15/14-1/9/15, 1/10/15 ext.) Rio Grande, Zacatecas, Mexico. 52-433984426. • Vasquez Veliz, Segundo 1070650; 1078048; 1079204 (8/27/11-6/9/12, 3/10/11 ext., 3/10/11 ext., 5/10/12 ext., 6/10/13 ext., 6/10/14 ext., 4/10/15-10/9/15) Jiron Miguel Grau #533, Barrio

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- La Victoria, Junin, Peru; Jr. San Martin S/N La Libertad, Chupaca, Junin, Peru; Jr. Andre Aravco S/N Barrio La Perlo Chupaca Junin Peru. 64623337; 064389750.
- Yauri Aliaga, Wilfredo Bernardino 1078384 (6/27/9-1/9/10, 1/10/10 ext.) Ave. Argentina S/N, Chupaca Peru. 64389570.
 - Yauri Antezano, Augusto Teofilo 1078383; 1079128 (2/25/9-1/9/10, 1/10/10 ext. 3/31/11-2/9/12, 2/10/12 ext., 2/10/13 ext.) Joron Pedro Davila S/N, Chupaca Huancayo Peru; Jr. Perdo Davila 1198, Barrio Pincha, Chupaca, Junin, Peru. 64-439059; 064964970659; 954944538.
 - Parada Saucedo, Braulio 1012130 (4/18/11-4/9/12, 4/10/12 ext., 4/10/13 ext.) Rio Grande, Zacatecas, Mexico; Calle Lopez, Portillos #27, Sombretete, Zacatecas, Mexico. 52-4339834426; 433-983-2540.
 - Saucedo Almanza, Juan Carlos 1012211 (3/15/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) (*) 433-983-4121; 433-983-3407.
 - Saucedo Zuniga, Raul 1012168 (3/14/12-2/9/13, 2/10/13 ext., 2/10/14 ext.) J. Santos Banuelos Viejo, Zacatecas, Mexico. 4339834037.
 - Saucedo Almanza, Juan Carlos 1012211 (3/15/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) (*) 433-983-4121; 433-983-3407.
 - Yauri Aliaga, Beltran 1078752; 1079997 (3/10/10-2/9/11, 2/10/12 ext., 4/20/13-2/9/14, 2/10/14 ext.) Av. Argentina CD 15, Chupaca, Junin, Peru. 64954453363; 06462762; 064627612.
 - Yauri Aliaga, Javier Rolando 1070367 (3/25/14- 1/9/15) Avendia Argentina S/N, C-14, Barrio Buenos Aires, Chupaca, Junin, Peru. 985727525.
 - Borja Barja, Elvis Ulises 1077999; 1079007 (11/10/11 ext., trf. to John Espil 4/12/12) JR Pucates S/N, Vilcacoto, Huancayo, Junin Peru. 4584364; 064775175.
 - Esteban Huarcayo, Elias Constantion 1082542 (Non-NV Ranch 12/29/17-12/6/18, Trf. to John Espil 4/15/18) Av. Miraflores Distrito Huayucachi, Huancayo, Pergano, Peru. 943197418; 971558857
 - Hernandez Estupinan, Jose David 1082726 (3/14/18-1/6/19) Colonia J Santos Banuelos Viejo, Jata, Zacateras, Mexico. 4981139665; 4231031432.
 - De La Cruz Camayo, Felix 1081998 (*, Trf. to Silver Creek 7/25/17) (*) (*)
 - Alvarado Lalle, Carlos 1081999 (2/3/17-3/8/17, 3/8/17 ext., 3/9/18 ext.) Jr. Andrea Drauco S/N, Junin, Chupaca, Peru. 947474115; 948928702.
 - Contreras Ricaldi, Ezequiel Gualberto 1078980; 1070266 (Trf. on arrival to Non-NV Ranch) Contreras Ricaldi, Jiron Milagro Sur S/N, Tarma, Junin, Peru. 64964919138.
 - Saucedo Conde, Jorge Armando 1082373 (4/1/17-2/6/18, 2/9/18 ext.) (*) 4338808385.
 - Vasquez Reyes, Juan Carlos 1082371 (Trf. on arrival to Non-NV Ranch) Lloclla Pampa, Jauja, Junin, Peru. 64627753; 6619100965.
 - Rivadeneyra Gallardo, Jose Luis 1082273 (*) (*) 999917622
 - Huaman Ccanto, Jaime 1082272 (Trf. on arrival to Non-NV Ranch) Barrio Huertapuquin S/N, Yanacancha, Chupaca, Junin, Peru. 994404011; 64620709; 2083908878.
 - Huaman Machacca, Emilio 1082271 (Trf. on arrival to Non-NV Ranch) M2F 1817 A. H. Villa Piogreso, Villa Maria Del Triunfo, Lima, Peru. 960413567; 996408080; 951311539; 965767393.
 - Avila Isidro, Abel Bernardo 1012305; 1082034 (*) Calle Emiliano Zapata H26, Tepechitian, Zacatecas, Mexico. 437-96-105-77.
 - Aguilar Saucedo, Jorge 1012346 (*) Guada Lupe. Maotinez Silva, Calle del Sol #1 interior #10224, Acienda Unibersida #Juernez. (775) 385-5739; 656-127-62-63; 433934037.
 - Saucedo Conde, Abrham 1081911 (4/2/16-10/6/16, 10/10/16 ext., 10/9/17 ext.) (*) (*)
 - Hinojazo Almarza, Pablo 1082268 (12/13/16-11/8/17, 11/9/17 ext., 11/9/18 ext.) Ramon Lopes Belarde, Sombretete, Zacatecas, Mexico. 43310819.

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	<ul style="list-style-type: none"> • Damian Huaman, Teodaro 1078003 (2/26/08-12/9/08) Anexo Chaquicocha S.J.Q. Concepcion, Junin, Peru. 64501109. • Ibarra Salzar, Lucio Dario 1078054 (*) Avenida 28 De Julio S/N Huamancaca, Chico, Junin, Peru. 3381689; 064772750.
John M. Olagaray DBA Five-O-Ranch (#02170)	<ul style="list-style-type: none"> • Ventocilla Victoria, Dino Rafael 1078823 (5/13/10-3/9/11, 3/10/11 ext., 3/10/12 ext.) Jr. Jorge Chavez #120 Lado Sur, Junin, Peru; Av. Chacamarca 250 Lado Sur, Junin, Peru. 64-969339359; 064964854275. • Ventocilla Victorio, Limoel Benjamin 1078824; 1078824; 1079959 (10/12/10-3/9/11, 3/10/11 ext., 3/10/12 ext., 3/5/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Jorge Chavez #120 Lado Sur, Junin, Peru; Jr. Mariano Melgar 203 Ondores Junin Peru. 649483409; 063963909751; 956681886; 064783591. • Ventocilla Victorio, Melquiades Amelio 1070404; 1078932 (3/8/11-8/9/11, 8/10/11 ext., 8/10/12 ext., 8/10/13 ext., 3/13/14-2/9/15, 2/10/15 ext.) Av. Jorge Chavez #120, Junin, Peru. 64-302388. • Miguel Blanco, Elmer Jesus 1070788; 1078216 (2/19/9-10/9/9, 10/10/9 ext., 10/10/10 ext., 10/10/11 ext., 3/4/15-1/9/16, 3/6/18-2/6/19) Jr. Canmandante Espinar S/N, Peru La Oroya; Psje Micaela Bastidas No. 231, Hyo, Junin, Peru; Jr. Conmandante Espinar S/N, Junin, Peru La Oroya. 954-964270; 966668292; 344-153; 964851025; 975098801; 064624452. • Justo Castillo, Lauro 1070789 (1/23/18-1/6/19) Justo Castillo, C.P.M. Huarmapuquio S/N, Junin, Peru; Chacamarca Junin, Departmemto Peru. 984170252; 064633637. • Palomino Huaman, Miqueas Nahum 1082214 (2/7/17-12/8/17, 12/9/17 ext., 12/9/18 ext.) Andres A. Caceres 559, Junin, Peru. 964787412. • Terrel Barrera, Edson Evert 1070236; 1078114; 1079216 (2/10/10 ext., 2/20/11 ext., 11/13/11-7/9/12, 7/10/12 ext., 11/21/13-9/9/14, 6/10/14 ext., 6/10/15 ext., Trf to Non-Nv Ranch 12/5/15) • Valerio Ricapa, Franklin Juan 1082029 (2/10/16-12/9/16, 12/10/16 ext., 12/9/17 ext.) JR IMA, S/N, Ondores, Junin, Peru. 64780416; 964969664. • Ayala Nalvarte, Juan Jose 1079960 (4/16/13-2/9/14) Jiron Yarus Yanayacus #153, Tielacayan, Cerro de Pasco, Peru. 63630818. • Guadalupe Zevallos, Antonio 1070237 (1/16/14-9/9/14, 11/10/14 ext.) Jiron 24 De Junio S/N, Ondores, Junin, Peru; Jr. Lamar #574, Junin, Peru. 976158950; 965879352.
John Uhalde & Co. (#02840)	<ul style="list-style-type: none"> • Orihuela Camayo, Terencio Ezequiel 1078406; 1079599 (2/10/10 ext., 4/13/12-3/9/13, 3/10/13 ext., 3/10/14 ext.) Jr. Jose Balta #351, Chilca Huancayo, Peru; C.M.P. De Palca Concepcion S/N, Jesus-Lauricocha, Huanuco, Peru. 64-213569; 011-51-62-797565. • Martinez Martinez, Elias 1012114; 1012170; 1012206 (3/12/11-2/9/12, 3/15/12-2/9/13, 3/15/13-2/9/14) San Pedro Gregorexe Cp. 71506, Ocotlan de Morelos, Oaxaca Mexico 52-19511044571; 951-1700-479.
K & N Livestock (#001633)	<ul style="list-style-type: none"> • Bruno Damian, Leonard Rolan 1070042; 1078854 (trf. to K & N 10/1/10, trf. to Rafter 7 12/6/10, trf to K & N 3/31/11, 4/10/12 ext., trf. to K & N on 11/27/12, trf. to Ellison Ranching on 6/25/12) Pasaje Salcantay Manzana S Lt. 1 of El Tambo, Urbanizacion Santa Barbara, Huancayo, Junin, Peru. 64-772663; 017258136. • Bruno Damian, Percy 1070043; 1078292; 1078855 (4/24/10-4/9/11, 4/10/11 ext., 3/10/14 ext., 3/10/15 ext.) Pasaje Salcantay Manzana S Lote 1, Urbanizacion Santa Barbara, El Tambo, Huancayo, Junin, Peru; JR. Arequipa S/N, Lt. 1 Urb. Santa Barbara, Huancayo, Junin, Peru. 64-772663; 64-419429; 956609006; 064772667. • Buendia Sedano, Walter 1070885 (3/31/15-2/9/16) Jiron Miguel Grau S/N, Pilcomayo, Huancayo, Junin, Peru. 64632154. • Ccente Simon, Emerzon 1070884 (3/31/15-2/9/16) Jiron Humbolt #215, Huancayo, Junin, Peru. 064-784767; 064632787.

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ext. = extended contract

* = Will supplement as additional information is found.

	<ul style="list-style-type: none"> • Damian Damian, Felix Teodoro 1070484 (4/23/14-3/9/15, 1/10/15 ext.) Barrio San Francisco De Salvio S/N, Usibamba, S.J. Quero, Concepcion, Junin, Peru. 64626595. • Torres Noya, Fredy Sabino 1079193 (4/10/12 ext.) Ronatullo, Comas, Concepcion, Junin, Peru; Jr. Monsenor Irazola S/N Andamarca, Concepcion, Junin, Peru. 64-794651. • Torres Recuay, Diego Dael 1070483; 1079194 (trf. to K & N 9/27/12, 4/10/12 ext., 4/10/13 ext., 8/14/14-3/9/15, 3/10/15 ext., trf. to Non-NV Ranch 6/19/15) Calle Principal S/N Auray, Chilca, Huancayo, Junin, Peru. 64777189; 64772667. • Cotera Morales, Oscar 1078441; 1079462 (4/23/9-2/9/10, trf. to 1/5/10, 2/10/10 ext., trf. to Non-NV Ranch 8/3/10) Calle Piura La Mar S/N Usibamba, S.J. Quero, Concepcion, Junin, Peru; Lama y Piura S/N Usibamba, Junin, Peru; Calle Piura La Mar S/N Usibamba San Juan De Quero Concepcion Junin Peru. 64767036; 064 035399; 2088168588; 064620478. • Porta Fierro, Florencio 1077953; 1079745 (6/20/8-1/9/9, 1/10/9 ext., trf. to K & N 11/24/9, trf to Non-NV Ranch 10/24/10) Jr. Jorge Chavez 535 Junin, Peru; Barrio Pititayo S/N, Chicche, Huancayo, Junin, Peru. 64493778; 064811310; 064620951. • Cotarate Davila, Anderson Williams 1079021 (1/21/11-12/9/11, trf. to K & N 11/15/11, trf to K & N 12/10/11, trf. to Gary Snow 1/6/12) Jr. Junin #1479, Huancayo, Junin, Peru; Anexo Colpa S/N Chacadalpa, Yauli, Junin, Peru. 115164776572; 064388270. • Alonzo Huaire, Marbyn Roy 1070107 (4/10/13-4/9/14, trf. to K & N 11/24/13) Calle Huamachuco S/N, Usibamba, San Jose de Cuero, Concepcion, Peru. 979889573. • Soto Gomez, Shayan Wilber 1078051; 1079068 (3/24/11-1/9/12, trf. to K & N 9/15/11, trf to Jersey Valley on 1/1/12) Jr. Junin 1479 El Tambo, Huancayo, Junin, Peru; Jr. Simon Boliva R 240 San Agustin, Huancayo, Junin, Peru. 11511642472; 064501505; 064388270. • Bruno Damian, Michael Leoard 1078293; 1079554 (*) PSJE Salkantay S-01 El Tambo, Huancayo, Junin, Peru. 64-772663; 01258136.
Need More Sheep Co. (#02112)	<ul style="list-style-type: none"> • Alvarez Huaynalaya, Joel 1070019 (4/6/13-3/9/14, 3/10/14 ext., 3/10/15-3/9/16) C.P. Achipampa, S/N, Yanacancha, Chupaca, Junin, Peru. 993390686. • Aranda Samaniego, Medardo Javier 1082037 (*) (*) (*) • Benites Curilla, Leoncio 1070361 (3/18/14-1/9/15, 1/10/15 ext.) Avwnda 28 de Julio S/N, Viques, Huancayo, Junin, Peru. 963518173; 775-591-0438. • Camargo Mayta, Over 1070358 (3/18/14-1/9/15) Avenida Cunas S/N, S.J. Jarpa, Chupaca, Junin, Peru; HCR 33 Box 33920, Ely, NV, USA. 64-623497; 775-5910438. • Chambergo Rutte, Wilmar 1070356; 1079153 (3/10/11-2/9/12, 2/10/12 ext., 2/10/13 ext., 3/18/14-1/9/15 JR. San Martin #503, San Carlos, Huancayo, Junin, Peru; Barrio Archi S/N Chicche, Huancayo, Junin, Peru. 64-200422; 775-5910438. • Cordova Martinez, Napoleon Michael 1070081 (5/14/13-4/9/14, 4/10/14 ext.) Cordova Martinez, Joron Cachapampa S/N, Huancayo, Peru. 011-5164-222554. • Estrada Vicente, Edison Litman 1070359 (4/18/14-1/9/15, 1/9/15 ext.) Plaza De Armas S/N, Carca, Yauyos, Lima, Peru. 64792587. • Garcia Reyes, Elvis Ulises 1081780; 1081860 (4/21/9-1/9/10, 1/10/11 ext., 3/28/12-2/9/13, 2/10/13 ext., 2/10/14 ext.) Calle Rene Schneider #45, Coyhaique XI Region Chile. (*) • Maximilian Tacuri, Favio Aniceto 1079559 (4/24/12-2/9/13) Jr. San Martin S/N, Junin, Peru. 7755910438; 979885239. • Quispe Barreto, Fidel 1070363 (3/18/14-1/9/15, 1/10/15 ext.) Calle Simon Bolivar S/N, Pumpunya, Chongos Bajo, Chupaca, Junin, Peru. 64629755. • Rodriguez Aliaga, Abnert Wilson 1070360 (3/18/14-1/9/15, 1/10/15) Avendia Lunahuana S/N, Huantan, Yauyos, Lima, Peru. 945252051. • Sanchez Sanchez, Alfredo 1079151 (3/30/11-2/9/12) Jr. Antonio De Zela #285, Chilca Huancayo, Junin, Peru; Santa Magdalena S/N, Chicche, Huancayo, Junin, Peru. 64-632909.

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* = Will supplement as additional information is found.

- Toralba Rodriguez, Alan 1079983 (5/2/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Pasaje San Miguel S/N, Viquez, Peru; Av. Huascar S/N Viques, Huancayo, Junin, Peru. 64777155; 0115164761134; 01151964888225.
- Vicente Tixe, Lucio Marcelino 1070015 (4/5/13-3/9/14, 3/10/14 ext., 3/10/15 ext., 4/12/16-9/9/16) Caca S/N, Yauyos, Lima, Peru; Giron Andres Tomi S/N Viques, Huancayo, Peru. 949877438; 64777155; 75-9098.
- Vidal Almonacid, Justiano 1078710 (3/16/10-1/9/11, 1/10/11 ext., 1/10/12 ext.) Anexo Aychana, Concepcion, Junin, Peru; Jr. Pucatea S/N, Huancayo, Junin, Peru. 64775179.
- Vidal Almondacid, Augusto Rogelio 1079400 (2/15/12-1/9/13, 2/15/12-1/9/13, trf. to Non-NV Ranch 6/12/12) Jr. Pucatea S/N, Vicacoto, Huancayo, Junin, Peru; Anexo Aychana S/N Comas, Concepcion, Huancayo, Junin, Peru. 64219943.
- Huaire Lapa, Saturnino 1079152 (3/24/11-2/9/12, 2/10/12 ext., 2/10/13 ext.) Jr. Antonio De Zela #643, Chilca Huancayo, Junin, Peru; Calle Vista Alegre S/N Chupuro, Huancayo, Junin, Peru. 64-774908.
- Huayre Lapa, Wilder 1079353 (11/10/13 ext.) Barrio Porvenir S/N Chicche, Huancayo, Junin, Peru. 64798451.
- Mayorca Archi, Vito 1070013; 1078738 (3/16/10-1/9/11, 1/10/11 ext., 1/10/12 ext., 4/6/13-3/9/14) Jiron Real #92, Yanacancha, Peru; Psje Real #92, Achipampa Yanacancha Chupaca Junin Peru. 64-811080.
- Orihuela Taquia, Percy 1070354; 1078296; 1079150 (3/22/9-11/9/9, 11/10/9 ext., 11/10/10 ext., 3/30/11-2/9/12, 2/10/12 ext., 2/10/13 ext., 3/18/14-1/9/15, 1/10/15 ext.) PSJE 28 De Julio S/N, Chicche, Huancayo, Junin, Peru; Av. Manco Capac S/N Viques, Huancayo, Junin, Peru. 64777155; 064795093.
- Quinonez Huaynalaya, Alfredo 1070782; 1078297; 1079556 (3/22/9-11/9/9, 11/10/9, 11/10/10, 3/20/12-2/9/13, 3/10/13 ext., 2/10/14 ext., 2/18/15-1/9/16) Calle Tupac Amaru 45 Anx Achipampa, Yanacancha Chupaca, Junin, Peru. 64629923; 64811080; 064830106; 064630501.
- Quinonez Huaynalaya, Isidro 1070357 (3/18/14-1/9/15, 1/10/15 ext.) Calle Tupac Amaru #48, Achipampa, Yanacancha, Chupaca, Junin, Peru. (*)
- Rivas Reyes, Leonet Eleodoro 1081766; 1081859 (3/19/9-1/9/10, 1/10/10 ext., 1/10/11 ext., 3/28/12-2/9/13, 2/10/13 ext., 2/10/14 ext.) Pasaje Rio Pascua 2694, Pobl. Almirante Simpson, XI Region Chile. 211-463.
- Pena Taquia, Jaime 1070014; 1078711 (3/13/10-1/9/11, 1/10/11 ext., 1/10/12 ext., 3/10/14 ext., 4/16/13-3/9/14, 3/10/15 ext.) Jiron Antonio De Zela #643, Chilca, Huancayo, Junin, Peru. 996451691; 064774197; 64804940.
- Lapa Villalva, Damian 1070016 (4/6/13-3/9/14, 3/10/14 ext., 3/10/15 ext.) Barrio Santa Cruz de Huancayo Corral, Huancayo, Junin, Peru. 64773931.
- Guerra Segura, Julio Gualberto 1079558 (4/14/12-2/9/13, 2/10/13 ext., 2/10/14 ext., trf to Non-NV Ranch 6/12/12) Av. Husaris de Junin S/N Corpacancha Junin Peru. (*)
- Vega Igor, Ariel Rolando 1081807 (6/10/10-12/9/10, 12/10/11 ext., trf. to Non-NV Ranch 10/11/10) Rio Oscuro #439, Poblacion Almirante Simpson, Coyhaique XI Region, Chile. (*)
- Mayorca Lapa, Ruben 1070020; 1078218 (4/6/13-3/9/14) Jiron Antonio Raymondi Pasana S/N, Chupaca, Peru; Calle Simon Bolivar #101, Yanacancha, Peru. 64-784311; 19989973; 064811080.
- Laureano Aliaga, Samuel Luis 1082933 (*) Caserio Santa, Rosa De Yanapuquio S/N, Palcamayo Tarma. (*)
- Uribe Salvador, Kevin Yerson 1082259 (Trf. to Need More Sheep 1/8/18; Trf. to Non-NV Ranch 6/16/18) Anexo Usibamba S/N SJQ, Concepcion, Junin, Peru. 64630943; 946843813.
- Gomez Villegas, Luis Hugo 1071077 (Trf to Need More Sheep 12/9/17, Trf. to Eureka 5/30/18) Jiron Simon Bolivar S/N, Ondores, Junin, Peru. 64632013.

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	<ul style="list-style-type: none"> • Pariona Huaman, Felix Milton 1082719 (*) (*) (*) • Hernandez Rodriguez, Juan Gerardi 1012326 (3/9/16 ext., Trf. to Need More Sheep 3/24/16; Trf. to Non-NV Ranch 7/28/16) (*) 445-102-6811. • Ordaya Toribio, Efrain Rolando 1079236 (2/13/16-12/9/16, Trf. to Need More Sheep 4/18/16) Jr. Alfonso Ugarte S/N Chupuro, Huancayo, Junin, Peru. 011-51-1-7826832; 96376398; 986934755. • Ayllan Hilario, Dercy 1082034; 1070364; 1079117 (2/25/16-12/9/16, Trf. to Need More Sheep 4/18/16) Calle Huancayo S/N, Llampasillon, Chongos Alto, Huancayo, Junin, Peru. 503780; 3813779. • Rivas Reyes, Luis Herardo 1081767; 1081889 (2/20/9-1/9/10, 1/10/10 ext., 4/17/14-1/9/15, 1/10/15 ext., 1/9/18 ext.) Poblacion Clotario Blesst 2DA Etapa Calle Valle, Colonia #3163 Chile; Calle Valle Cononia #3163 2DA Etapa Pobl. Clotario, Blesst Chile; Trapananda 3131, Coyhaique XIV Region, Chile. 01156-95-12-9781; 88357851. • Baquerino Canario, Luis Miguel Erasmo 1083035 (9/21/18-9/6/19) Jr. Jorge Chavez 775, Junin, Peru. (775)3180308. • Blanco Yuriuilca, Luis Marco 1083034 (9/21/18-9/6/19) Jr. Grau 250 Paccha, Yauli Junin, Peru. (*) • Valdez Bravo, Gelmar 1071051 (11/9/17 ext., 12/18/18-11/6/19) Centro Poblado Huantinini S/N Pichanaqui, Chanchamayo, Junin, Peru. 964813675. • Quiliano Cobaqui, Cesar Daniel 1070158 (Trf. to Need More Sheep 5/15/18) C.P. Yanamulco S/N, Matahuasi, Concepcion, Junin, Peru. 980291539. • Julca Ramos, Elmer 1082544 (12/29/17-12/6/18, Trf. to Need More Sheep 5/15/18) (*) 954121117. • Yantas Rojas, Francisco Segundo 1081947 (12/29/17-12/6/18, Trf. to Need More Sheep 5/15/18) Calle San Martin S/N, San Pedro de Gatas, Tarma, Junin, Peru. 964-320-039; 064-62-2659. • Huaman Pena, Angel 1082934 (7/5/18-5/6/19) JR. Buenos Aires S/N San Pedro De Cajas Tarma, Junin, Peru. 7755910404. • Quispe Barreto, Fidel 1070363 (3/18/14-1/9/15, 1/10/15 ext.) Calle Simon Bolivar S/N, Pumpunya, Chongos Bajo, Chupaca, Junin, Peru. 64629755.
Paris Livestock (#02265)	<ul style="list-style-type: none"> • (*)
Rafter 7 Sheep Co./Rafter Merinos Sheep Co. (#02324)	<ul style="list-style-type: none"> • Cruz Flores, Alejandro 1078713 (4/2/10-12/9/10, 12/10/10 ext., 12/10/11 ext.) Jr. Isidoro Suarez #852, La Vasur Junin, Peru; JR. Cerro De Pasco 280 Ladonorte, Junin, Peru. 64-789951; 064344151. • Guerra Ordóñez, Elias Benigno 1070392 (10/8/14-2/9/15, 2/10/15 ext.) Anexo Chala S/N S.J. Quero, Concepcion, Junin, Peru. 64628319; 064628329. • Guerra Samaniego, Admildo 1077884; 1079051 (2/2/11-12/9/11) Jiron Rosario S/N, Barrio Buenos Aires, Chupaca, Concepcion, Peru; Av. 24 De Junio Barrio Yauyo #254, Chupaca, HYO Junin, Peru. 64-439527. • Guerra Samaniego, Cley 1079458 (8/6/12-2/9/13, 2/10/13) Jr. Rosario S/N, Chupaca Huancayo Junin, Peru. 64-417068; 64-439779; 783750. • Guerra Samaniego, Eduard 1078712; 1079953 (3/13/10-12/9/10, 12/10/10 ext., 12/10/11 ext.) Ave 24 De Junio #254, Chupaca Huancayo Peru; PJ. Santa Rosa SN., Chupaca, Junin, Peru; Jiron Rosario S/N, Chupaca, Huancayo, Peru; Jr. Andrea Araujo S/N La Libertad, Chupaca, Junin, Peru. 64-417068; 772972; 064782077. • Maita Manrique, Ben Jim 1078011; 1079056 (3/5/11-1/9/12, 1/10/12 ext., 1/10/13 ext.) Jr. Manchego Munoz 177 El Tambo, Huancayo, Junin, Peru. 64366275; 64-203934; 064762452.

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- Manrique Miranda, Cesar Paul 1078302 (3/9/9-11/9/9, 3/16/10 ext., 11/10/10 ext.) Av. Alfonso Ugarte 1198 Pueblo Nuevo, Chinchá, Ica, Peru; Av. Manchego Munoz #177, El Tambo Huancayo, Peru. 4203934; 64-252191.
- Manrique Miranda, Francisco Ramiro 1078337; 109057; 1079844 (12/10/9 ext., 4/5/11-1/9/12, 12/10/3/7/13-1/9/14) Ave. Manchego Munoz #177, El Tambo, Huancayo, Junin, Peru. 64203934; 998889198.
- Orihuela Lozano, Saturnino Filomeno 1077898; 1079054; 1079580 (3/16/10 ext., 2/23/11-1/9/12, 1/10/12 ext.) Jr. Jose Chavez #1447, HYO Junin Peru; Jr. Jose Galvez 1447 Ocopilla, Huancayo, Junin, Peru. 3644570; 064203177.
- Reyes Peinado, Gerardo Jorge 1077899; 1079055 (3/16/10 ext., 3/3/11-1/9/12, 1/10/12 ext., 1/10/13 ext.) Calle Cahuide S/N Chaquicocha, San Jose De Quero, Concepcion, Junin, Peru; IER. Cuartel S/N Anexo Chaquicocha Huancayo Junin Peru. 64439540; 064634713.
- Porta Roman, Jorge Hermogenes 1079357 (3/19/12-12/9/12, 12/10/12 ext., 12/10/13 ext.) Ave La Molina #1350, Urb. Sol De La Molina, Lima, Peru; Asoc. De Pobladores San Francisco de Asis Mz. C Lt. 24, Ato. Lima, Peru. 1-4790937; 285-1797
- Alanía Laureano, Florencio. 1070742. (12/10/14-12/9/15, 1/17/15-12/9/16, 12/10/16 ext., 12/10/16-12/8/17, 1/8/18-1/6/19) Paraje Huagapo S/N, Palcamayo, Tarma, Junin, Peru; Chupaca, Peruano. 064-627910; 064-584151.
- Lozano Hinojosa, Demetrio 1070744; 1078127; 1079275. (11/10/14 ext., trf. to Rafter 7 on 3/5/14, 5/7/15-12/9/15) Calle Maria Parado De Bellido S/N Peru; Calle Mario Parado Bellido S/N Chicche HYO, Huancayo, Junin, Peru. 064-634604; 992-108096; 064964392761; 964265355.
- Varillas Limaco, Wilder Ivan 1070571; 1078917 (9/15/10-8/9/11, 8/10/11 ext., 9/18/14-8/9/15) Avendia Arevalo #789, Santa Rosa de Saco, Yauli, Oroya, Peru. 64391913; 64509461.
- Aguilar Saucedo, Jorge 1012346 (11/10/16 ext., trf. to Rafter 7 on 6/15/17, 11/9/17 ext., 11/3/18-10/6/19, 10/8/19 ext.) Guada Lupe. Maotinez Silva, Calle del Sol #1 interior #10224, Acienda Unibersida #Juernez. (775) 385-5739; 656-127-62-63.
- Guerra Ordonez, Eder 1079906 (4/25/13-1/9/14, trf. to Rafter 7 on 5/22/13, 1/10/14 ext., 1/10/15 ext.) Barrio Buenis Aires, Chala, San Jose De Quero, Concepcion, Peru; Jr. Juan Velasco 195 Anexo Chala Vieja SJQ, Concepcion, Junin, Peru. 961878221; 064621496.
- Vilchez Ricardo, Percy 1079213; 1079553 (3/3/12-2/9/13, trf. to Rafter 7 Sheep on 5/20/12, 2/10/13 ext., trf. to Rafter 7 Merinos 12/31/13, 2/10/14 ext.) Nueva Oruazacion Los Frutales, Mala, Lima, Peru; Mz. E Lt. 38 Urb. Los Frutales, Mala, Canete, Lima, Peru; Calle Los Frutales Mz. E Lt. 38 Mala, Lima, Peru. 694-1386.
- Meza Silva, Filio Dante 1079425 (trf. to Rafter 7 Merinos 12/19/13, 1/10/14 ext.) Jr. Quintana S/N, San Pedro De Cajas, Tarma, Junin, Peru. 64620810.
- Bruno Damian, Leonard Rolan 1070042; 1078854 (4/10/12 ext., trf. to Rafter 7 Sheep 12/6/10, trf. to K & N 3/31/11) Pasaje Salcantay Manzana S Lt. 1 of El Tambo, Urbanizacion Santa Barbara, Huancayo, Junin, Peru. 64-772663; 017258136.
- Ucharima Chihuan, Edwin Edgar 1078241; 1079436 (3/6/12-1/9/13, trf. to Rafter 7 Merinos 12/6/13, 1/10/13 ext., 1/10/14 ext.) Cochás Chico 499 El Tambo, Huancayo, Junin, Peru; Jr. Tumbes #620, Urb. Alborada El Tambo, Huancayo, Junin, Peru. 964444489; 064122660; 0115164794911.
- Calzada Rimac, Elmer David 1082264 (11/9/17 ext., Trf to Rafter 7 11/13/17, 11/8/18 ext.) Ticlacayan Cerro De Pasco, Peru. 930136796; 982834105.
- Meza Orihuela, Hugo 1079562 (2/8/17 ext., Trf to Rafter 11/2/17-2/6/18) Barrio Miraflores S/N, Quishuar, Chicche Junin, Peru. 64625747.
- Adriano Aldama, Bernardino 1071082 (Ext. 10/10/16, Trf. to Rafter 10/18/17) Potcha Vista Alegre Soron Cahuic Huancayo, Peru. 64624291.

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	<ul style="list-style-type: none"> • Adriano Macha, Isidro 1082118 (11/10/16 ext., Trf. to Rafter 9/16/17) Calle Cahuide S/N, Vista Alegre Chicche. (*) • Jacinto Balbin, Hector Raul 1070284 (Trf to Rafter 7/15/17, 11/8/17 ext., 11/9/18 ext.) Calle 02 De Mayo 296, Huancayo, Junin, Peru. 64792960; 930322056; 064794031. • Vargas Grados, Marco Antonio 1070486 (5/9/17 ext., Trf. to Rafter 5/16/17) Jiron Yarus Yanayacu S/N, Tlacacayan, Pasco, Peru. 966146586; 63630938. • Soto Salvador, Yemel 1079939 (*) Avenida Argentina S/N, Barrio Las Malvinas, Peru. 64622960; 980425244; 64633312. • Cunyas Torres, Mauricio Cosme 1082152; 1071184 (*) (*) 64623487 • Meza Quispealaya, Wilder 1079411 (Trf. to Rafter 5/15/16, Trf. to Estill 9/1/17) Anexo Misquipata S/N Chupaca, Junin, Peru; Pje Blanker S/N, Chupaca, Peru. 964234135. • Chuco Canchihuman, Guillermo 1082012; 1077998; 1079002 (10/10/16 ext., Trf. to Rafter 11/11/16, Trf to Non-NV Ranch 6/22/17) Jiron Jauja #338-B, Tarma Junin Peru, La Union Leticia; Jr. Comandante Espinar #241, Junin, Peru. 64344622; 954920670; 964150676. • Flores Romero, Modesto (*) (*) (*) (*) • Leon Carhuaz, Bartolome 1078835 (Trf. to Rafter 7 11/4/11, Trf. to Non-NV Ranch 3/29/12, *, 3/10/12 ext.) Jr. Alfonza Ugarte #281, Junin, Peru; Jr. De Agosto 678, Junin, Peru. 64301737. • Alvarez Quiquia, Juan Santiago 1079804 (10/1/10-3/9/11, 2/10/11 ext.) Av. Grandaderos #879, Junin, Peru; Jr. Eucalipto Mz. Lt. 09 Assoc. Provivienda Undac, Yanacancha, Pasco, Peru. 3430275; 64964632918.
Robert A. Stayer (#02678)	<ul style="list-style-type: none"> • Alvarado Payano, Wilfredo 1078409 (2/10/10-2/9/11, 2/10/11-2/9/12) Psje. Sr. De Muruhuay MZ 1 LT 3, El Tambo, Huancayo, Peru. 64-252543.
Silver Creek Ranch, Inc. (#02650)	<ul style="list-style-type: none"> • Vargas Grados, Marco Antonio 1070486 (4/29/14-3/9/15, 3/10/15 ext.) Jiron Yarus Yanayacu S/N, Tlacacayan, Pasco, Peru. 966146586. • Arriagada Gangas, Sergio Sebastian 1081762; 1081882 (4/10/13-4/9/14) Los Chilos 599, Cochrane, Chile. 770551192. • Caucaman Nahuel, Ariel Andes 1081881 (6/4/13-4/9/14, 4/10/14 ext., 4/10/15 ext.) Pasaje Arturo Prat #335, Cochrane, Chile. 82600252. • Limache Alonzo, Nicomedes 1078220; 1079551 (10/10/9 ext., 10/10/10 ext., 3/22/12-2/9/13) Anexo Vilcacoto S/N, Huancayo, Junin, Peru; Pasaje Aliaga N 152 Viccacoto HYO, Huancayo, Peru; Psje. Aliaya 152, Vilcacoto, Huancayo, Junin, Peru. 115164795394; 06496466010; 011-51-64-769063; 064-782749; 064-630038. • Orihuela Quispe, Maximo 1070825; 1079552 (3/22/12-2/9/13, 2/10/13 ext., 2/10/14 ext., 4/14/15-2/9/16) Jr. Los Incas Acocancha #21, Yanacancha, Huancayo, Junin, Peru. 64628549; 99289099. • Poma Fernandez, Julio Severo 1077971; 1079095 (12/10/9 ext., 3/5/11-1/9/12, 1/10/12 ext.) Ave Huaytapallana #535, Unas Huancayo Junin Peru. 64795177. • Vargas Rimac, Jose Luis 1079821 (2/28/13-12/9/13, 12/10/13 ext., 12/10/14 ext.) Jiron Jose Carlos Mariategui #35, Tlacacayan, Pasco, Cerro De Pasco, Peru. 976011681. • Vasquez Haro, Jose Nectaliz 1081813 (2/25/10-1/9/11, 1/10/11 ext., trf to Non-NV Ranch 12/15/11) • Vega Igor, Ariel Rolando 1081807 (6/10/10-12/9/10, trf. to Non-NV Ranch 10/11/10) Rio Oscuro #439, Poblacion Almirante Simpson, Coyhaique XI Region, Chile. (*) • Arriagada Gangas, Carlos Anibal 1081836; 1081886 (1/10/11-1/9/12, trf. to Silver Creek 6/26/11, 1/10/12 ext., 9/10/13-1/9/14, 9/10/14 ext.) PSJE Los Chilcos #599, Cochrane XI Region Chile. 56974636987. • Ricaldi Condor, Robert William 1079500 (4/13/12-2/9/13, trf to Silver Creek 9/26/12, trf. to Non-NV Ranch 10/25/12) Jr. Brasil #143, Junin, Peru. 7850794; 996205010.

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ext. = extended contract

* = Will supplement as additional information is found.

	<ul style="list-style-type: none"> • Santana Chuquillanqui, Robert Roy 1078588; 1079664 (8/28/12-7/9/13, trf. to Silver Creek 10/24/12, trf. to Non-NV Ranch 6/17/13) 22 Anos De Edad, Peru; Jr. Ramon Castilla S/N Chaquicocha San Jose De Quero Concepcion Junin Peru. 17792760; 017650324; 064623525. • Osorio Geronimo, Javier Wilder 1079820 (3/1/13-12/9/13, Trf. to Eureka 10/30/13) Calle Cacares No. 31 Carhuacayan, Yauli, Junin, Peru. 64-781326; 999904613. • Bejarano Lozano, Luis Edwin 1081946 (4/14/16-1/9/17) Anexo Achipampa S/N Yancancha, Chupaca. 64631275. • Roman Siuce, Gregorio 1070721 (12/10/15 ext., Trf. to Silver Creek 6/17/16) Jiron Ayacucho #19, Chicchem Huancayo, Junin, Peru; Anexo Quishury, Chicche, Huancayo, Peru. 64633606; 986883261. • Quispealaya Quispealaya, Alcides 1082187 (*) (*) (*) • De La Cruz Camayo, Felix 1081998 (Trf. to 7/25/17, 3/9/18 ext.) (*) (*) • Machacuay Onofre, Filder 1070886; 1079461 (3/15/18-1/6/19) Jr. Omar Yali 250, Junin, Peru. 992653308. • Macha Rojas, David 1082609 (3/22/18-1/6/19) Anexo S.P. Sulcan, SJ Quero; Barrio La Libertad Vos Del Cielo, Chupaca, Junin, Peru. 64635123. • Jacinto Balbin, Lolandes Santiago 1078328; 1079809 (*) Calle San Martin S/N Huancayo, Junin, Peru. 06479820; 224421. • Nestares Castaneda, Yefri 1081947 (*) Huanyna Capac 606, Huancavelica, Chupaca. (*)
Sorensen Livestock Inc. (#02669)	<ul style="list-style-type: none"> • (*)
Southern Nevada Water Authority (#02670)	<ul style="list-style-type: none"> • Inga Quispealaya, Enrique Eleuterio 1070270 (12/13/13-10/9/14, trf. to Non-NV Ranch 10/9/14) Anexo San Pedro Desulcan S/N S.J. Quero, Concepcion, Junin, Peru. 64629909. • Cantaro Castillo, Amercio 1078430 (2/20/9-12/9/9, 12/10/10 ext.) Calle Real S/N Achipampa Yancancha, Chupaca, Junin, Peru. (*) • Castillon Camposano, Basillio 1078136 (5/10/9 ext., 5/10/10 ext.) Av. Huancayo S/N Anexo De Llamapsillon, Chongos Alto, Huancayo, Junin, Peru. 3641621. • Roman Roman, Victor Raul 1078294 (4/11/9-11/9/9, 3/17/10 ext., 11/10/10 ext.) Pasaje Los Lirios #146, Cerrito La Libertad Huancayo Peru. 215436; 7623559; 064504166. • Cerron Artica, Ruben 1079925; 1078625 (2/16/10-10/9/10, 10/10/10 ext., 10/10/11 ext., 10/10/12 ext., 3/19/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Ahuac Mahuin Puguio; Barrion San Pedro De Huascar S/N Yanacancha, Chupaca, Peru; Asoc. Viv. Sentor De La Solodad "MZ" "A" Lt. 01, Lima, Peru; Cerron Artica #79925, Distrito Yanacancha S/N, Chupaca, Junin, Peru. 830483; 064830433; 511-3034574; 0115164626535. • Clemente Garcia, Eugenio 1070592 (8/29/14-8/9/15) Carretera Huancayo, Yauyos #26, San Pedro de Huascar, Yanacancha, Chupaca, Junin, Peru. 011-51-64-626412; 990226541. • Clemente Garcia, Pepe 1070593 (8/29/14-8/9/15) Carretera Huancayo, Yauyos #26, San Pedro de Huascar, Yanacancha, Chupaca, Junin, Peru. 969350515. • Condor Huaranga, Amilcar 1079911 (5/7/13-1/9/14) Barrio Santa Rosa S/N Ulcumayo, Junin, Peru; Jiron Sucre #336, Junin, Peru. 011-51-988625838; 959261525. • De La Cruz Bejarano, Teofines 1070249 (10/3/13-9/9/14, 11/10/14 ext.) Anexo Achipampa S/N Yanacancha, Chupaca, Junin, Peru; Villa Vista, Vista Alegre, S/N, Huancayo, Junin, Peru. 968864733; 011-51-064-629892. • Huaynalaya Clemente, Edison 1070888; 1070342; 1078977 (*) (*) 01151-992-673306. • Orihuela Alcantara, Rudi 1070514 (6/6/14-5/9/15, 5/10/15) San Pedro De Huascar S/N, Yanacancha, Chupaca, Junin, Peru. 64631978.

trf. = transfer

ext. = extended contract

* = Will supplement as additional information is found.

	<ul style="list-style-type: none"> • Orihuela Yauri, Zenon 1078626; 1079926 (2/16/10-10/9/10, 10/10/10 ext., 10/10/11 ext., 10/10/12 ext., 3/19/13-2/9/14, 2/10/14 ext., 2/10/15 ext.) Barrio San Pedro De Huascar S/N Yancancha, Chupaca, Junin, Peru. 064-830433; 064792292; 941734224; 064621457. • Roman Chanco, Raul Ricardo 1078989 (1/18/11-11/9/11) Psje. Los Lirios 146, Huancayo, Junin, Peru. 17-623559. • Clemente Garcia, David 1070513; 1077930; 1079089 (3/17/10 ext., 3/17/11-1/9/12, 1/10/12 ext., 1/10/13 ext., 1/10/14 ext., 7/10/14-1/10/14) Jiron Calla Bauro S/N Santa Rose, Chupaca, Junin, Peru; Carretera HCYO Yaayos S/N Yanacancha Chupaca, Junin Peru. 011-51-64639371; 64-832734; 5747277. • De La Cruz Bejarano, Sabastino 1070250; 1078990 (1/18/11-11/9/11, 11/10/12 ext., 3/6/14-9/9/14, 11/10/14 ext.) Calle Petronila Acuacaya 22, Achipampa, Yanacancha, Chupaca, Junin, Peru. 011-51-64627358; 64-830105. • Ricaldi Aldana, Gabriel Wilder 1070271 (10/22/13-10/9/14, 10/10/14) Chancas De Andahuaylas, Mz. N, LT. 48, Santa Anita, Lima, Peru. 99-5890990; 011-51-326-1422. • Huaynalaya Astucuri, Mateo Elamidiano 1078808; 1079912 (3/6/13-1/9/14) Calle Ramon Castilla #77 Pueblo Achipampa, Tanacancha, Chupaca, Junin, Peru. 64-795007; 064811080. • Machacuay Rios, Ruben 1078181; 1079299 (*) Jr. Chacamara 374 Huancayo, Junin, Peru; Jr. Arica 1081, Junin, Peru. 64344140; 941828728; 064788942. • Echea Quiincho, Robert Efrain 1079615 (10/27/12-1/19/14, Trf. to Southern NV Water 6/21/13) Centro Poblado Menor De Ochonga Junin, Peru; Carretera Central S/N Anexo Puhuracra, San Pedro de Cajas, Tarma, Junin, Peru. 64253416; 964159095 • Samaniego Mayta, Hiraclides 1070120 (*) Barrio Union Libertad S/N, Yanacancha, Chupaca, Junin, Peru. 64628866; 964313595. • Cerron Artica, Yuder 1070535 (6/25/14-6/9/15, 6/10/15 ext.) Barrio Huascar S/N, Yanacancha, Chupaca, Junin, Peru. 011-51-64-630723; 994759982.
Thomas Knudsen (#01644)	<ul style="list-style-type: none"> • Jaime Lovera, Rodelson 1078640; 1079982 (11/10/11 ext., trf. to Thomas K. 11/23/11, trf. to Brough Partnership 2/15/12) Usibamba Peru; Av. Brasil S/N Usibamba, S.J. Quero, Concepcion Junin, Peru. 64-781149; 064964940704. • Morales Damian, Oliver 1078834 (4/22/10-3/9/11, 3/10/11 ext.) Mz. F3 LT. 6 AA HH, Daniel Alcides Carrion, Los Olivos, Lima, Peru; Pere, Av. Brasil S/N Usibamba, Huancayo, Peru. 5243390; 064389493. • Morales Damian, Ileseio 1070804; 1078440; 1079466 (2/10/10 ext., 2/10/11 ext., trf. to Jersey Valley 12/22/12) Jiron Piura S/N Usibamba, S. Jose de Quero, Concepcion, Junin, Peru; Anexo Usibamba S/N, S.J.Q, Peru; Estpoca, Junin, Huancayo, Junin, Peru. 64-767036; 064628644; 942340549; 064632823. • Damian Osore, Jesus 1079188 (6/9/22-3/9/12, Trf to Non-NV Ranch 11/23/11) (*) (*)
Truckee River Ranch LLC (#02790)	<ul style="list-style-type: none"> • Astete Ramos, Clever Policarpo 1070777; 1079378 (12/10/11-12/9/12, trf. to Truckee River 11/20/12, 12/10/12 ext., trf. to Gary Snow 4/11/14) Jron Alfonso Ugarte S/N, Palcamayo Tarma Junin, Peru. 64-338911; 064-633167.

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EXHIBIT 3

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18 **UNITED STATES DISTRICT COURT**
19 **DISTRICT OF NEVADA**

20 ABEL CANTARO CASTILLO on behalf of himself
and those similarly situated,

21 Plaintiff,

22 vs.

23 WESTERN RANGE ASSOCIATION
24 Defendant.

CASE NO. 3:16-cv-00237-RCJ-CLB

25 **DECLARATION OF PAMELA MACKER**

26 I. My name is Pamela Macker. I am a paralegal with the firm of Cohen Milstein
27 Sellers & Toll PLLC. I am over 18 years of age. I have personal knowledge of the facts set forth
28 below, and could and would testify to them in a court of law if called upon to do so. I make this

RA 00525

1 declaration in support of Plaintiff's Motion for Class Certification, and pursuant to Federal Rule of
2 Evidence 1006. The documents summarized in this declaration and its attachments total over 2,300
3 pages.

4 2. Defendant WRA produced 31 supplemental (and amended supplemental) responses
5 to Plaintiff's Second Interrogatory, which collectively set forth names, dates of employment, ranch
6 of employment, and contact information for H-2A herders who had worked in Nevada between
7 approximately 2010 and 2018. I entered this information into a spreadsheet, a copy of which has
8 been produced to Defendant.

9 3. Based upon the data included, I was able to identify each WRA member ranch that
10 employed an H-2A herder in Nevada between 2010 and 2018. There are 25 of them, listed on the
11 chart attached hereto as Ex. A. I was also able to determine the number of individual herders who
12 were identified as having worked for each ranch, and that number is also included on the chart
13 attached as Ex. A. Because some herders worked for more than one ranch, the total number of
14 unique herders disclosed by WRA in its interrogatory response is 479, somewhat less than the total
15 of each ranch's headcount of 488.

16 4. Several of the WRA member ranches have provided declarations in this matter.
17 Where a ranch has provided a declaration, I have listed the name of the declarant in Ex. A. Several
18 of the WRA member ranches have provided deposition testimony in this matter. Where a ranch has
19 provided a deposition, I have listed the name of the deponent in Ex. A.

20 5. I have reviewed a total of 99 documents entitled "Information for Master Job Order,
21 Member Survey." Each survey response (1) has a date as part of the document title; (2) indicates
22 which member ranch responded to the survey; (3) includes a question and answer regarding whether
23 the member ranch uses open range in more than one state, and if so in what states, and for how many
24 months; and (4) includes a question and answer regarding the salaries the member ranch is paying to
25 current sheepherders. Sample survey forms from one of the member ranches are attached as Ex. 51
26 to Plaintiff's Motion for Class Certification. I reviewed documents bates numbered: WRA003655-
27 WRA003656, WRA003664-WRA003666, WRA003880-WRA003881, WRA003899-WRA003901,
28 WRA004189-WRA004190, WRA004215-WRA004217, WRA004945-WRA004947, WRA005021-

1 WRA005022, WRA005608-WRA005610, WRA005638-WRA005639, WRA006022-WRA006024,
2 WRA006600-WRA006602, WRA006870-WRA006871, WRA006883-WRA006884, WRA007075-
3 WRA007077, WRA007490-WRA007491, WRA007666-WRA007668, WRA007835-WRA007837,
4 WRA007849-WRA007850, WRA008043-WRA008045, WRA008098-WRA008099, WRA008205-
5 WRA008207. WRA008347-WRA008348, WRA008349-WRA008350, WRA008351-WRA008352,
6 WRA008353-WRA008354, WRA008355-WRA008356, WRA008357-WRA008358, WRA008359-
7 WRA008360, WRA008361-WRA008362, WRA008363-WRA008364, WRA008365-WRA008366,
8 WRA008367-WRA008368, WRA008369-WRA008370, WRA008371-WRA008372, WRA008373-
9 WRA008374, WRA008375-WRA008376, WRA008377-WRA008378, WRA008379-WRA008380,
10 WRA008396-WRA008397, WRA008398-WRA008399, WRA008400-WRA008401, WRA008402-
11 WRA008403, WRA008404-WRA008405, WRA008406-WRA008407, WRA008408-WRA008408,
12 WRA008409-WRA008410, WRA008411-WRA008412, WRA008413-WRA008414, WRA008415-
13 WRA008416, WRA008417-WRA008418, WRA008419-WRA008420, WRA008421-WRA008422,
14 WRA008423-WRA008424, WRA008425-WRA008426, WRA008427-WRA008428, WRA008429-
15 WRA008430, WRA008453-WRA008454, WRA008455-WRA008456, WRA008457-WRA008458,
16 WRA008459-WRA008460, WRA008461-WRA008462, WRA008463-WRA008464, WRA008465-
17 WRA008466, WRA008467-WRA008468, WRA008469-WRA008470, WRA008471-WRA008472,
18 WRA008473-WRA008474, WRA008476-WRA008477, WRA008478-WRA008479, WRA008480-
19 WRA008481, WRA008494-WRA008495, WRA008496-WRA008497, WRA008498-WRA008499,
20 WRA008500-WRA008501, WRA008502-WRA008503, WRA008504-WRA008505, WRA008506-
21 WRA008507, WRA008508-WRA008509, WRA008510-WRA008511, WRA008512-WRA008515,
22 WRA008516-WRA008517, WRA008518-WRA008519, WRA008520-WRA008521, WRA008522-
23 WRA008523, WRA008524-WRA008525, WRA008526-WRA008527, WRA008541-WRA008542,
24 WRA008543-WRA008544, WRA008545-WRA008546, WRA008547-WRA008548, WRA008549-
25 WRA008550, WRA008551-WRA008552, WRA008553-WRA008554, WRA008555-WRA008556,
26 WRA008557-WRA008558, WRA008559-WRA008560, WRA008561-WRA008562, WRA008563-
27 WRA008564. Based on that review, I identified, for each member ranch, the years for which survey
28 responses have been provided, and list that information in the chart attached as Ex. A.

1 6. I have reviewed documents produced by WRA and Plaintiff in this litigation, and
2 identified 190 of Form 790, Agricultural and Food Processing Clearance Orders (also known as “job
3 orders”). For 2009 through 2016, Western Range filed job orders on behalf of its membership by
4 filing one form, generally with a list of the member ranches on whose behalf it was filed attached.
5 Those forms are listed in the chart attached hereto as Ex. B, including the bates numbers of the
6 documents, the time period covered, and that they were filed on behalf of WRA members generally.
7 Thereafter, Western Range filed job orders on behalf of individual member ranches, often multiple
8 times per year. I sought to identify job order forms that encompassed the longest time periods, to
9 minimize any gaps in coverage, with the goal of identifying a form 790 covering each WRA member
10 ranch operating in Nevada for each year during which individual form 790s were filed. The forms
11 identified are also listed on Ex. B, with information indicating the time period and ranch covered, as
12 well as the bates number. Western Range did not produce form 790s for every year.

13 7. For each Form 790 listed in Ex. B, I reviewed the forms and confirmed that, starting
14 in 2013 each contained an “Assurances” page stating that “all working conditions comply with
15 applicable Federal and State minimum wage . . . and other employment-related laws,” and signed by
16 an officer of Western Range, as indicated by checkmarks in Ex. B. The Assurances page was
17 included for all Form 790 starting in 2013, but not for earlier years.

18 8. Each form 790 listed in Ex. B also included a job description which was virtually
19 identical across the documents reviewed, stating:

20 Attends sheep and/or goat flock grazing on the range or pasture. Herds flock and
21 rounds up strays using trained dogs. Beds down flock near evening campsite. Guards
22 flock from predatory animals and from eating poisonous plants. May examine
23 animals for signs of illness and administer vaccines, medications and insecticides
24 according to instructions. May perform other farm or ranch chores related to the
25 production and husbandry of sheep and/or goats on an incidental basis.

26 9. Each form 790 listed in Ex. B also included a statement that the herders were “on call
27 for up to 24 hours 7 days a week,” as noted by checkmarks on Ex. B.

28 10. Each form 790 in Ex. B also included a monthly salary that was being offered, as
noted on the Ex. B.

 11. Sample forms 790 are attached to Plaintiff’s Motion for Class Certification as Ex 63.

1 12. I similarly reviewed documents produced by WRA in this litigation, and identified
2 150 of Form 9142 or 9142A, H-2A Application for Temporary Employment Certification (also
3 known as “employment certs”). Similar to the forms 790, I found that Western Range filed forms
4 9142 on behalf of its membership by filing one form, with a list of the member ranches on whose
5 behalf it was filed attached, through July 2014. Those forms are listed in the chart attached hereto as
6 Ex. C, along with their Bates numbers, dates of coverage, and that they were filed on behalf of WRA
7 members generally. Starting in 2016, Western Range filed 9142s on behalf of individual member
8 ranches, often multiple times per year. I sought to identify forms 9142 that encompassed the longest
9 time periods, to minimize any gaps in coverage, with the goal of identifying a form 9142 covering
10 each WRA member ranch operating in Nevada for each year during which individual form 9142s
11 were filed. The forms identified are also listed on Ex. C, with information indicating the time period
12 and ranch covered, along with Bates number.

13 13. For each Form 9142 listed in Ex. C, I reviewed the forms and confirmed that each
14 contained an “Employer Declaration” section stating that “The employer understands that it must
15 offer, recruit at, and pay a wage that is at least the highest of the adverse effect wage rate in effect at
16 the time the job order is placed, the prevailing hourly or piece rate, the agreed-upon collective
17 bargaining rate (CBA), or the Federal or State minimum wage,” and signed by an officer of Western
18 Range. This is indicated on Ex. C.

19 14. Each form 9142 listed in Ex. C also included a job description which was virtually
20 identical across the documents reviewed, stating:

21 Attends sheep and/or goat flock grazing on the range or pasture. Herds flock and
22 rounds up strays using trained dogs. Beds down flock near evening campsite. Guards
23 flock from predatory animals and from eating poisonous plants. Drenches sheep
24 and/or goats. May examine animals for signs of illness and administer vaccines,
25 medications and insecticides according to instructions. May assist in lambing,
docking, and shearing. The work activities involve the herding or production of
livestock (which includes work that is closely and directly related to herding and/or
the production of livestock).

26 The forms covering 2009-10 and 2010-11 do not mention the job duties “Drenches sheep and/or
27 goats” or “May assist in lambing, docking, and shearing.” Forms filed in 2011 and later include
28 those items.

1 15. Each form 9142 listed in Ex. C also included a statement that the herders were “on
2 call for up to 24 hours 7 days a week,” as noted on Ex. C.

3 16. Each form 9142 listed in Ex. C also included a statement of the monthly salary that
4 was being offered, as noted on Ex. C.

5 17. Sample forms 9142 are attached to Plaintiff’s Motion for Class Certification as Ex.
6 40.

7
8
9 I declare under penalty of perjury that the foregoing is true and correct to the best of my
10 knowledge.

11
12 October 29, 2021



Pamela Macker

Ranch Data Review				
ranch	number of herders who worked ranch	declarant	deponent	years of survey responses
Borda	13	Ted Borda	Ted Borda	2010-2015, 2018
Brough	2			2012
David & Bonnie Little	60	Bonnie Little	Bonnie Little	2010-2012, 2015, 2018
Dufurrena Sheep Co.	16	Hank Dufurrena	Hank Dufurrena	2011, 2013
El Tejon	33	Melchor Gragirena		
Ellison Ranching Co.	48	Aulene Ratliff	Ira Wines	2011-2015
Empire Ranching Co.	3			2011, 2012
Estill Ranches LLC	24	John Estill	(delayed)	2010-2015
Eureka Livestock	27	Nicholas Etcheverry	Nicholas Etcheverry	2011, 2014, 2018
F.I.M. Corp.	23	Kristofor Leinassar	Kristofor Leinassar	2010-2015, 2018
Gary Snow	15	Gary Snow	Gary Snow	2010-2015
Grass Valley/ Jerry Lancaster	6			2011-2014
Green Goat	16		(delayed)	2015
Jersey Valley	7			2012
John Espil Sheep Co.	43		John Espil	2010-2014
John M. Olagaray (Five-0)	10	Connie Olagaray		2010-2015, 2018
John Uhalde & Co.	2			2013, 2014
K & N Livestock	13		Sierra Knudsen	2010-2015
Need More Sheep Co.	46	Hank Vogler	Henry Vogler	2011-2014
Rafter 7 Sheep Co./Rafter Merinos Sheep Co.	33	Rick Powers	Tom Filbin	2010-2012, 2014-2016, 2018
Robert A. Stayer	1			
Silver Creek Ranch Inc.	21	Pauline Inchauspe	Pauline Inchauspe	2010, 2012, 2014, 2015, 2018
Southern NV Water Authority	21		Kerri Wright	2010-2015
Thomas Knudsen	4			2010, 2011
Truckee River Ranch LLC	1			2013, 2014
Total	488			

Ex. A to Macker Decl.

RA 00531

Forms 790 Review

year	ranch	Bates Nos. (date range)	job description matches	24/7 language included	monthly salary listed	assurances included
2009-10	Global WRA Nevada	WRA008318-WRA008319 (8/1/2009-7/31/2010)	✓	✓	✓	
2010-11	Global WRA Nevada	no form produced by WRA	✓	✓	✓	
2011-12	Global WRA Nevada	WRA008338-WRA008346 (8/1/2011-7/31/2012)	✓	✓	✓	
2012-13	Global WRA Nevada	WRA008393-WRA008395 (8/1/2012-7/31/2013)	✓	✓	✓	
2013-14	Global WRA Nevada	WRA008443-WRA008452 (8/1/2013-7/31/2014)	✓	✓	✓	
2014-15	Global WRA Nevada	WRA008483-WRA008493 (8/1/2014-7/31/2015)	✓	✓	✓	✓
2015-16	Global WRA Nevada	WRA008531-WRA008540 (8/1/2015-7/31/2016)	✓	✓	✓	✓
2018-19	Borda	P000357-P000365 (01/08/2018-01/06/2019)	✓	✓	✓	✓
2019-20	Borda	P000384-P000392 (01/08/2019-01/06/2020)	✓	✓	✓	✓
2020-21	Borda	P000410-P000419 (02/08/2020-02/05/2021)	✓	✓	✓	✓
2018-19	David & Bonnie Little	P000441-P000448 (02/08/2018-02/06/2019)	✓	✓	✓	✓
2019-20	David & Bonnie Little	P000466-P000473 (01/08/2019-01/06/2020)	✓	✓	✓	✓
2020-21	David & Bonnie Little	P000500-P000510 (02/08/2020-02/05/2021), P000552-P000562 (06/08/2020-06/06/2021)	✓	✓	✓	✓
2018-19	Dufurrena Sheep Co.	P000563-P000571 (01/08/2018-01/06/2019)	✓	✓	✓	✓
2019-20	Dufurrena Sheep Co.	P000588-P000596 (01/08/2019-01/06/2020)	✓	✓	✓	✓
2020-21	Dufurrena Sheep Co.	P000639-P000648 (03/08/2019-03/05/2020)	✓	✓	✓	✓
2018-19	Ellison Ranching Co.	P000649-P000657 (02/08/2018-02/06/2019)	✓	✓	✓	✓
2019-20	Ellison Ranching Co.	P000709-P000719 (03/08/2019-03/05/2020)	✓	✓	✓	✓
2020-21	Ellison Ranching Co.	P000823-P000833 (03/08/2020-03/06/2021), P000891-P000901 (06/08/2020-06/06/2021)	✓	✓	✓	✓
2019-20	Estill Ranches LLC	P000902-P000911 (01/08/2019-01/06/2020)	✓	✓	✓	✓
2020-21	Estill Ranches LLC	P000945-P000954 (01/08/2020-01/05/2021), P000981-P000991 (04/08/2020-04/06/2021)	✓	✓	✓	✓
2018-19	Eureka Livestock	P000992-P001000 (07/08/2018-07/06/2019)	✓	✓	✓	✓
2019-20	Eureka Livestock	P001086-P001095 (05/08/2019-05/05/2020)	✓	✓	✓	✓
2020-21	Eureka Livestock	P001142-P001152 (06/08/2020-06/06/2021)	✓	✓	✓	✓
2018-19	F.I.M. Corp.	P001153-P001161 (07/08/2018-07/06/2019)	✓	✓	✓	✓
2019-20	F.I.M. Corp.	P001216-P001224 (08/08/2019-08/05/2020), P001268-P001278 (08/06/2020-11/30/2020)	✓	✓	✓	✓

Exhibit B to Macker Decl.

RA 00532

Forms 790 Review

year	ranch	Bates Nos. (date range)	job description matches	24/7 language included	monthly salary listed	assurances included
2018-19	Grass Valley/ Jerry Lancaster	P001279-P001286 (01/08/2018-01/06/2019), P001287-P001295 (11/08/2018-11/06/2019)	✓	✓	✓	✓
2020-21	Grass Valley/ Jerry Lancaster	P001296-P001306 (02/08/2020-02/05/2021), P001318-P001328 (04/08/2020-04/06/2021)	✓	✓	✓	✓
2018-19	Green Goat	P001329-P001336 (02/08/2018-02/06/2019)	✓	✓	✓	✓
2019-20	Green Goat	P001345-P001353 (02/08/2019-02/06/2020)	✓	✓	✓	✓
2020-21	Green Goat	P001363-P001372 (02/08/2020-02/05/2021), P001394-P001403 (04/08/2020-04/06/2021)	✓	✓	✓	✓
2018-19	John Espil Sheep Co.	P001416-P001423 (02/08/2018-02/06/2019)	✓	✓	✓	✓
2019-20	John Espil Sheep Co.	P001514-P001523 (02/08/2019-02/06/2020), P001540-P001547 (11/08/2019-11/05/2020)	✓	✓	✓	✓
2020-21	John Espil Sheep Co.	P001559-P001589 (07/12/2020-02/05/2021)	✓	✓	✓	✓
2018-19	John M. Olagaray (Five-0)	P001582-P001590 (01/08/2018-01/06/2019)	✓	✓	✓	✓
2019-20	John M. Olagaray (Five-0)	P001607-P001616 (02/08/2019-02/06/2020)	✓	✓	✓	✓
2020-21	John M. Olagaray (Five-0)	P001627-P001637 (02/08/2020-02/05/2021)	✓	✓	✓	✓
2018-19	Need More Sheep Co.	P001638-P001646 (01/08/2018-01/06/2019)	✓	✓	✓	✓
2019-20	Need More Sheep Co.	P001672-P001680 (03/08/2019-03/06/2020), P001802-P001809 (09/08/2019-09/05/2020)	✓	✓	✓	✓
2020-21	Need More Sheep Co.	P001810-P001819 (03/08/2020-03/06/2021)	✓	✓	✓	✓
2018-19	Rafter 7 Sheep Co./Rafter Merinos Sheep Co.	P001832-P001840 (01/08/2018-01/06/2019)	✓	✓	✓	✓
2019-20	Rafter 7 Sheep Co./Rafter Merinos Sheep Co.	P001841-P001850 (01/08/2019-01/06/2020), P001859-P001868 (09/08/2019-09/05/2020)	✓	✓	✓	✓

Exhibit B to Macker Decl.

RA 00533

Forms 790 Review						
year	ranch	Bates Nos. (date range)	job description matches	24/7 language included	monthly salary listed	assurances included
2020-21	Rafter 7 Sheep Co./Rafter Merinos Sheep Co.	P001883-P001894 (10/06/2020-03/31/2021)	✓ ¹	✓	✓	✓
2018-19	Silver Creek Ranch Inc.	P001906-P001914 (03/08/2018-03/06/2019)	✓	✓	✓	✓
2019-20	Silver Creek Ranch Inc.	P001935-P001945 (05/08/2019-05/05/2020)	✓	✓	✓	✓
2020-21	Silver Creek Ranch Inc.	P001946-P001955 (05/08/2020-05/06/2021)	✓	✓	✓	✓

¹ For Rafter 7 Sheep Co., the 2020-21 form 790 job description differs in that it provides greater detail for the winter range sheepherder.

RA 00534

Exhibit B to Macker Decl.

Forms 9142 & 9142A Review

year	ranch	Bates Nos. (date range)	job description matches	24/7 language included	monthly salary listed	assurances included
2009-10	Global WRA Nevada	WRA008306-WRA008317 (08/01/2009-07/31/2010)	✓	✓	✓	✓
2010-11	Global WRA Nevada	WRA000512-WRA000520 (09/10/2010-09/09/2011)	✓	✓	✓	✓
2011-12	Global WRA Nevada	WRA008320-WRA008337 (08/01/2011-07/31/2012)	✓	✓	✓	✓
2012-13	Global WRA Nevada	WRA008381-WRA008392 (08/01/2012-07/31/2013)	✓	✓	✓ ¹	✓ ²
2013-14	Global WRA Nevada	WRA008431-WRA008442 (08/01/2013-07/31/2014)	✓	✓	✓	✓
2016-17	Borda	WRA008567-WRA008578 (12/10/2016-12/08/2017)	✓	✓	✓	✓
2017-18	Borda	WRA008609-WRA008620 (11/08/2017-11/06/2018)	✓	✓	✓	✓
2018-19	Borda	WRA008638-WRA008650 (02/08/2018-02/06/2019)	✓	✓	✓	✓
2016-17	David & Bonnie Little	WRA008669-WRA008680 (07/10/2016-7/08/2017)	✓	✓	✓	✓
2017-18	David & Bonnie Little	WRA008739-WRA008750 (07/08/2017-07/06/2018)	✓	✓	✓	✓
		WRA008814-WRA008825 (07/08/2018-07/06/2019), WRA008653-WRA008664 (12/08/2018-12/06/2019)	✓	✓	✓	✓
2018-19	David & Bonnie Little	WRA008828-WRA008839 (01/10/2017-01/08/2018)	✓	✓	✓	✓
		WRA008843-WRA008854 (01/08/2018-01/06/2019), WRA008874-WRA008888 (01/08/2018-03/06/2019)	✓	✓	✓	✓
2018-19	Dufurrena Sheep Co.	WRA008932-WRA008943 (10/10/2016-10/08/2017)	✓	✓	✓	✓
2016-17	El Tejon	WRA008975-WRA008986 (10/08/2017-10/06/2018)	✓	✓	✓	✓
2017-18	El Tejon	WRA009004-WRA009015 (10/08/2018-10/06/2019)	✓	✓	✓	✓
2018-19	El Tejon	WRA009072-WRA009085 (12/08/2018-12/06/2019)	✓	✓	✓	✓
2018-19	Ellison Ranching Co.	WRA009086-WRA009099 (10/08/2017-10/06/2018)	✓	✓	✓	✓
2017-18	Estill Ranches LLC	WRA009100-WRA009113 (03/08/2018-03/06/2019)	✓	✓	✓	✓
		WRA009114-WRA009127 (05/08/2018-05/06/2019), WRA009242-WRA009255 (11/08/2018-11/06/2019)	✓	✓	✓	✓
2018-19	Eureka Livestock	WRA009256-WRA009268 (07/10/2016-07/08/2017)	✓	✓	✓	✓
2016-17	F.I.M. Corp.	WRA009325-WRA009338 (07/08/2017-07/06/2018)	✓	✓	✓	✓
2017-18	F.I.M. Corp.	WRA009411-WRA009424 (07/08/2018-07/06/2019)	✓	✓	✓	✓
2018-19	F.I.M. Corp.	WRA009468-WRA009479 (06/10/2016-06/08/2017)	✓	✓	✓	✓
2016-17	Gary Snow		✓	✓	✓	✓

Exhibit C to Macker Decl.

Forms 9142 & 9142A Review

year	ranch	Bates Nos. (date range)	job description matches	24/7 language included	monthly salary listed	assurances included
2017-18	Gary Snow	WRA009494-WRA009507 (01/10/2017-01/10/2018)	✓	✓	✓	✓
2016-17	Grass Valley/ Jerry Lancaster	WRA009508-WRA009521 (11/10/2016-11/08/2017)	✓	✓	✓	✓
2017-18	Grass Valley/ Jerry Lancaster	WRA009536-WRA009549 (11/08/2017-11/06/2018)	✓	✓	✓	✓
2018-19	Grass Valley/ Jerry Lancaster	WRA009565-WRA009578 (11/08/2018-11/06/2019)	✓	✓	✓	✓
2016-17	Green Goat	WRA009579-WRA009598 (07/10/2016-07/08/2017)	✓	✓	✓	✓
2017-18	Green Goat	WRA009657-WRA009671 (07/08/2017-07/06/2018)	✓	✓	✓	✓
2018-19	Green Goat	WRA009745-WRA009758 (06/08/2018-06/06/2019)	✓	✓	✓	✓
2016-17	John Espil Sheep Co.	WRA009787-WRA009800 (10/10/2016-10/08/2017)	✓	✓	✓	✓
2017-18	John Espil Sheep Co.	WRA009885-WRA009898 (10/08/2017-10/06/2018)	✓	✓	✓	✓
2018-19	John Espil Sheep Co.	WRA009973-WRA009986 (11/08/2018-11/06/2019)	✓	✓	✓	✓
2016-17	John M. Olagaray (Five-0)	WRA010001-WRA010015 (09/10/2016-09/08/2017)	✓	✓	✓	✓
2017-18	John M. Olagaray (Five-0)	WRA010046-WRA010060 (12/08/2017-12/06/2018)	✓	✓	✓	✓
2018-19	John M. Olagaray (Five-0)	WRA010092-WRA010106 (12/08/2018-12/06/2019)	✓	✓	✓	✓
2016-17	Need More Sheep Co.	WRA010107-WRA010120 (09/10/2016-09/08/2017)	✓	✓	✓	✓
2017-18	Need More Sheep Co.	WRA010149-WRA010162 (09/08/2017-09/06/2018)	✓	✓	✓	✓
2018-19	Need More Sheep Co.	WRA010237-WRA010250 (09/08/2018-09/06/2019)	✓	✓	✓	✓
2016-17	Rafter 7 Sheep Co./Rafter Merinos Sheep Co.	WRA010309-WRA010323 (12/10/2016-12/08/2017)	✓	✓	✓	✓
2017-18	Rafter 7 Sheep Co./Rafter Merinos Sheep Co.	WRA010352-WRA010366 (11/08/2017-11/06/2018)	✓	✓	✓	✓

Exhibit C to Macker Decl.

RA 00536

Forms 9142 & 9142A Review						
year	ranch	Bates Nos. (date range)	job description matches	24/7 language included	monthly salary listed	assurances included
2018-19	Rafter 7 Sheep Co./Rafter Merinos Sheep Co.	WRA010395-WRA010408 (11/08/2018-11/06/2019)	✓	✓	✓	✓
2016-17	Silver Creek Ranch Inc.	WRA010409-WRA010422 (09/10/2016-09/08/2017)	✓	✓	✓	✓
2017-18	Silver Creek Ranch Inc.	WRA010465-WRA010478 (05/08/2017-05/06/2018)	✓	✓	✓	✓
2018-19	Silver Creek Ranch Inc.	WRA010509-WRA010522 (05/08/2018-05/09/2019)	✓	✓	✓	✓
2016-17	Southern NV Water Authority	WRA010524-WRA010534 (06/10/2016-06/08/2017)	✓	✓	✓	✓

¹For 2012-13 (WRA008381-WRA008392), the form does not list the salary amount, but does state it was monthly.

²For 2012-13 (WRA008381-WRA008392), the language committing to assurances as set forth in Appendix A2 was included, but the appendix itself, which would have been the same as WRA008335, was not produced by WRA.

EXHIBIT 4

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ABEL CANTARO CASTILLO on	:
behalf of himself and	:
those similarly situated,	:
	:
Plaintiff,	: Case No.
	: 3:16-cv-00237-MMD-VPC
vs.	:
	:
WESTERN RANGE ASSOCIATION:	:
	:
Defendant.	:

Tuesday, August 11, 2020

30(b)(6) deposition of MONICA YOUREE,
taken virtually via Zoom, with the witness
participating from the Law Offices of Woodburn &
Wedge, 6100 Neil Road, Suite 500, Reno, Nevada,
beginning at 11:02 a.m., before Ryan K. Black,
a Registered professional Reporter, Certified
Livenote Reporter and Notary Public in and for
the Commonwealth of Pennsylvania.

1 similar means?

2 BY MS. WEBBER:

3 Q. Have you ever used the word similar?

4 A. I -- I -- I would consider that a that
5 [sic] word, which means that it could mean
6 different things to different people.

7 Q. And since you're testifying as the
8 witness, I want you to feel comfortable using
9 your words and your definition, so please tell
10 me how you use the word similar and we'll go
11 from there.

12 A. Well, I will say they may be alike.
13 But between 1991 and 2018, regulation has
14 changed.

15 Q. All right. And, consistently, Western
16 Range has asked its members to provide
17 assurances that they will comply with the
18 governing regulations; correct?

19 A. Correct.

20 Q. And, consistently, those regulations
21 have been what's known as the H-2A program,
22 correct?

23 A. Correct.

24 Q. And, consistently, as referenced in
25 Page 303 of Exhibit 3, the regulations include

1 those set forth in 20 CFR Section 655; is that
2 correct?

3 A. Can you restate that?

4 Q. Sure.

5 Throughout the time period from 2010
6 to the present, H-2A regulations have appeared
7 in 20 CFR at Section 655 or part 655.

8 A. I believe so.

9 Q. As the regulations changed over time,
10 did Western Range ask members to execute new
11 agreements?

12 A. We have.

13 Q. How often have members been asked to
14 sign new membership agreements?

15 A. I guess I'll back up, because it may
16 not be necessarily new membership agreements,
17 but new assurances.

18 Q. Okay. And are the membership
19 agreements something you consider binding on the
20 members?

21 A. Yes.

22 MS. WEBBER: I'm going to go ahead and
23 mark as Exhibit 4 what's in envelope AK.

24 (Exhibit No. 4, a document Bates
25 Numbered WRA001000 through WRA001029, was

1 guess it's --

2 MS. WINOGRAD: Don't guess.

3 THE WITNESS: It -- it's a small
4 amount of people that do that -- ranchers that
5 do that.

6 BY MS. WEBBER:

7 Q. And, in fact, Western Range asserts as
8 a benefit of becoming a member of Western Range
9 that travel is one of the things that Western
10 Range will take care of, correct?

11 A. Yes. Because when we assist in the
12 travel, if there are travel issues, which I've
13 taken calls in the middle of the night from
14 herders, we were able to better assist to find
15 the herders or to rearrange travel arrangements
16 if they needed.

17 Q. Okay. The next bullet point on
18 Exhibit 4 states that Western Range will provide
19 a life insurance policy with no premium to
20 workers, correct?

21 A. Correct.

22 Q. And has that been true from 2010 to
23 the present, that Western Range has provided
24 such life insurance?

25 A. Yes.

1 Q. And going to the next sentence down,
2 do you see where it says WRA functions?

3 A. Mm-hmm.

4 Q. Exhibit 4 states that, WRA functions
5 as a joint employer for ranchers with
6 wool-growing operations and agent for ranchers
7 with other livestock.

8 That's what Exhibit 4 states, correct?

9 A. Correct.

10 Q. And is that the case from 2010 through
11 the present, that Western Range has functioned
12 as a joint employer for ranches with
13 wool-growing operations?

14 A. Western Range is a joint employer for
15 H-2A purposes.

16 Q. For ranchers with wool-growing
17 operations, correct?

18 A. Correct.

19 Q. Okay. And it's an agent for ranches
20 with other types of operations, correct?

21 A. Correct.

22 Q. Okay. And being an agent is different
23 than being a joint employer, correct?

24 MS. WINOGRAD: I'm going to object to
25 the extent that it calls for a legal conclusion.

1 how long this specific form has been the one in
2 use?

3 A. I believe since 2018. We had put out
4 this entire packet or we created this packet in
5 2018 to increase the communication between us
6 and our members.

7 Q. One of the things that you asked the
8 members is which country they prefer to hire
9 from; is that right?

10 A. That is correct.

11 Q. And their options are Peru, Chile and
12 Mexico?

13 A. And other.

14 Q. Okay. Does Western Range maintain
15 recruiting operations in Peru, Chile and Mexico?

16 MS. WINOGRAD: I'm going to object to
17 the form of the question as to recruiting
18 operations.

19 THE WITNESS: And, yeah, can you
20 define what you mean by recruiting operations?

21 BY MS. WEBBER:

22 Q. Do you have recruiters that you work
23 with in those three countries?

24 A. We don't -- we don't call them
25 recruiters.

1 Q. Okay. What do you call them?

2 A. Coordinators.

3 Q. Okay. Do you have coordinators that
4 you worked with in Peru, Chile and Mexico?

5 A. Yes.

6 Q. And are those coordinators responsible
7 for recruiting and screening workers?

8 MS. WINOGRAD: I'm going to object to
9 the form of the question. Calls for a legal
10 conclusion as to responsible.

11 THE WITNESS: Can you restate the
12 question one more time?

13 BY MS. WEBBER:

14 Q. Are those coordinators responsible for
15 recruiting and screening potential H-2A workers
16 for Western Range?

17 A. Somewhat. They help coordinate the
18 documents between our office and help assist the
19 workers to go through the process of getting
20 their visas.

21 Q. Okay. Do they do anything to screen
22 the workers?

23 A. They do a brief screening.

24 Q. Okay. Do they check references?

25 A. Yes.

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 3, PART 4

ELLEN JEAN WINOGRAD, ESQ.

Nevada State Bar No. 815

JOSE TAFOYA, ESQ.

Nevada State Bar No. 16011

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ATTORNEYS FOR RESPONDENT
WESTERN RANGE ASSOCIATION

1 Q. Do they do anything to encourage
2 herders to apply?

3 A. No.

4 Q. Are there any countries, other than
5 Peru, Chile and Mexico, where WRA has a
6 coordinator?

7 A. No.

8 Q. Turning to the next page of Exhibit 4,
9 in the middle of the page, do you see where it
10 says, In which states do you operate?

11 A. Yes.

12 Q. And it's possible for members to check
13 more than one state, correct?

14 A. Correct.

15 Q. And I assume you keep copies of these
16 forms once you receive them from members?

17 A. Yes.

18 Q. So you have, in your files,
19 information about which states a given ranch
20 operates in, even if those go beyond the state
21 where the ranch is headquartered; is that
22 correct?

23 A. Yes. We have documents that show
24 what states they're working in which they apply.
25 These first two documents are really for that

1 three-quarters of the work and pay and provide
2 return transportation for all herders.

3 Is that correct that Western Range
4 must guarantee three quarters of the work and
5 pay for all herders?

6 A. They must -- the -- well, the member
7 guarantees and Western Range guarantees that
8 there's work available for the members for
9 three-quarters of the contract, or for the
10 herders for three-quarters of the contract.

11 Q. And Western Range also guarantees
12 that they'll be paid for the work that they do,
13 correct?

14 MS. WINOGRAD: I'm going to object to
15 the lack of foundation in the sense that it
16 calls for a legal conclusion. It's also the
17 ultimate question in this case.

18 THE WITNESS: Can you ask that one
19 more time?

20 BY MS. WEBBER:

21 Q. Sure.

22 Isn't it correct, as stated in Exhibit
23 6, that Western Range guarantees the workers
24 will be paid for at least three-quarters of
25 their contract?

1 A. The reserve that this is referring to
2 is, you know, kept in the case of, you know, a
3 rancher going broke and cannot -- and if the
4 herder was not provided with that guarantee,
5 so under those circumstances, yes.

6 Q. Okay. And Western Range also
7 guaranteed return transportation for herders; is
8 that correct?

9 A. The regulation guarantees that.

10 Q. And Western Range is required to pay
11 for that transportation; is that correct?

12 A. Western Range doesn't pay for that
13 transportation.

14 Q. Western Range must pay for it if
15 nobody else pays for it, correct?

16 A. Yeah. You know, yes, we would pay for
17 it if nobody else did.

18 Q. Okay. And Western Range has prorated
19 the cost of transportation over 36 months that
20 a worker may, assuming they were new to their
21 contract, continue working; is that correct?

22 A. Correct.

23 Q. And has that been true from 2010 to
24 the present that Western Range does that
25 prorating of transportation costs?

1 to the form of the question. It's vague as to
2 time.

3 THE WITNESS: Can you ask your
4 question one more time?

5 BY MS. WEBBER:

6 Q. Sure.

7 For 2010 through --

8 A. Oh, I'm sorry. My mute must have been
9 on. Can you ask that one more time?

10 Q. Sure.

11 From 2010 through September of 2013,
12 Western Range had a health insurance program it
13 offered to H-2A herders, correct?

14 A. Correct.

15 Q. And that was funded with a monthly
16 premium that was divided between the ranch where
17 the herder worked and the herder himself,
18 correct?

19 A. It was an optional program for the
20 herders to opt into.

21 Q. If they opted into it, they would owe
22 a premium each month, half coming from the
23 herder and half coming from the ranch, correct?

24 A. Yes.

25 Q. And turning to Page 2 of Exhibit 6 in

1 the extent that it calls for a legal conclusion.

2 BY MS. WEBBER:

3 Q. Let me phrase it this way for
4 you: What is Western Range's process that it
5 goes through? What are the steps it needs to
6 complete to bring a worker in for one of its
7 member ranches?

8 MS. WINOGRAD: Now I'm going to object
9 because that was asked and answered, but she may
10 answer it again.

11 THE WITNESS: We start with completing
12 the Department of Labor 790 and the Labor
13 Certification. The job is certified and
14 advertised to domestic applicants. It's
15 certified by the Department of Labor. Western
16 Range then applies for a USCIS petition for the
17 worker. If the worker is in their home country,
18 we send the information to our coordinators to
19 help assist the workers into getting interviews
20 for their visa applications.

21 Once they have been approved, Western
22 Range or the rancher will arrange for the
23 transportation from the consulate to the ranch
24 location, or to the nearest airport.

25 BY MS. WEBBER:

1 Q. When you say the consulate, do you
2 mean the U.S. Consulate in the location the
3 worker is traveling from?

4 A. Correct. Where they're interviewing
5 from.

6 Q. Okay. Prior to you completing the
7 790, do you do a survey of your members to see
8 how many individuals they wish to hire?

9 A. Is there a certain time frame, because
10 I think that's changed over the last eight
11 years.

12 Q. Okay. Let's start with 2010. Would
13 doing a survey have been part of your process
14 back in 2010?

15 A. Yes. They would survey the members in
16 some way.

17 Q. Okay. Was there a point in time when
18 you stopped surveying members?

19 A. For the purposes of the labor
20 certification?

21 Q. Yeah.

22 A. Not that I know of.

23 MS. WEBBER: Okay. I'm going to go
24 ahead and mark as Exhibit 7 the contents of
25 folder V, as in Victor.

1 me?

2 BY MS. WEBBER:

3 Q. Yes.

4 Western Range is permitted to submit a
5 single Form 9142 on behalf of multiple separate
6 ranches, correct?

7 A. Yes.

8 Q. Has that been true from 2010 to the
9 present?

10 A. Yes. If we had had the ability to?

11 Q. Yes.

12 A. Yes.

13 Q. Okay. And Western Range decides how
14 to complete the form, correct?

15 A. What part of the form are you
16 referring to?

17 Q. All of it?

18 A. I would -- I would disagree with that,
19 because, as I've said currently, we -- we're
20 -- you know, we're filling them out according to
21 our members' needs.

22 Q. And I apologize, because you did
23 describe changes that took place in 2020 with
24 changes and how the titles are handled and so
25 on.

1 requirements on that coordinator, correct?

2 A. Correct.

3 Q. For example, Western Range makes it a
4 condition of its contract with the coordinator
5 that the coordinator not charge the herders fees
6 or kickbacks in order to place them in an H-2A
7 job, correct?

8 A. Correct.

9 Q. And Western Range has regular
10 communication with those coordinators, correct?

11 A. Yes.

12 Q. And Western Range engages in some
13 oversight of those coordinators, correct?

14 A. Yes.

15 Q. And they're paid by Western Range; is
16 that right?

17 A. Yes.

18 Q. The individual member ranches don't go
19 directly to the country coordinators, do they?
20 The communications go through Western Range.

21 A. Sometimes they do. Some of them
22 have built a relationship with some of the
23 coordinators, so there have been -- yes, there
24 are a few of them that will go directly through
25 the coordinators.

1 A. Yes.

2 Q. And is one of the responsibilities
3 of the coordinator providing herders with a
4 pre-employment notice of rights and obligations?

5 A. Yes.

6 MS. WEBBER: Let's go ahead and mark
7 what's in Envelope N. That's going to be
8 Exhibit 12.

9 (Exhibit No. 12, a document Bates
10 Numbered WRA000002 through WRA000013, was
11 introduced electronically.)

12 BY MS. WEBBER:

13 Q. And Exhibit 12, which is marked WRA002
14 through 0013. Do you recognize these documents?

15 A. Yes.

16 Q. Turning to Page WRA012, that's the one
17 titled at the top Pre-employment Notice of
18 Rights and Obligations. And just let me know
19 when you're there.

20 A. Yes.

21 Q. This is a document that is signed by
22 both Western Range and by the herder, or
23 would-be herder, correct?

24 A. Correct.

25 Q. And there's a Spanish version that

1 appears on the following page of Exhibit 12,
2 correct?

3 A. Yes.

4 Q. And the same pre-employment notice is
5 used with all of the herders that Western Range
6 brings in through the H-2A program; is that
7 correct?

8 MS. WINOGRAD: Objection to the form
9 of the question as to time. It's vague.

10 BY MS. WEBBER:

11 Q. Let me ask this way then: Is
12 it correct that Western Range uses the same
13 pre-employment notice of rights and obligations
14 for all herders hired into the H-2A program in a
15 given year?

16 A. Yes.

17 Q. And other than the rate of
18 compensation, are you aware of any changes in
19 the pre-employment notice of rights and
20 obligations between 2010 and 2019?

21 A. Can you ask that one more time?

22 Q. Sure.

23 Let me back up and say, one of the
24 statements contained in the pre-employment
25 notice is a statement of the minimum monthly

1 salary that the individual will receive,
2 correct? It's the third paragraph.

3 A. Correct.

4 Q. I'm assuming that between 2010 and
5 2019, the minimum amount listed there has
6 changed; is that right?

7 A. That is correct, but we haven't always
8 used the same document between that time frame.

9 Q. Okay. So that was -- that was my
10 next question, which is, other than changing the
11 minimum dollar amount, have there been changes
12 in the contents of the pre-employment notice
13 between 2010 and 2019?

14 A. Yes.

15 Q. And when was the first year there were
16 changes made other than to the minimum dollar
17 amount?

18 A. I don't have the date exactly. We had
19 changed our contracts with herders, and at that
20 time we had changed the pre-employment notice,
21 as well.

22 Q. Do you know if it was before 2015 or
23 after?

24 A. It would have been after 2015.

25 Q. Okay. Do you know if it was after

1 2017, when you became executive director?

2 A. Yes, but I'm not sure how long after.

3 Q. And it was done at the same time that
4 you changed your contract with the herders?

5 A. That is correct. We had the
6 Department of Labor review our contract, and,
7 with our legal counsel, had made some
8 adjustments and sent it to Richard Longo at
9 Department of Labor, who reviewed our contract
10 for us.

11 Q. Okay. And when you say, our contract,
12 that's Western Range's contract that it uses
13 with all the herders?

14 A. That is correct.

15 Q. Do you remember what changed about the
16 pre-employment notice in connection with that
17 change in contract?

18 A. Well, it's longer now. And, you know,
19 with -- we now send the -- the copy of the
20 actual contract for the herders to sign before
21 they interview, or to be given notice of that,
22 as well as we now give them documentation that
23 speaks to what to do if they're discriminated
24 against or what their rights are with H-2A. We
25 also have documents in there with different

1 phone numbers that they can reach out that
2 include the Department of Labor, the Peruvian
3 Consulate, the Chilean Consulate, the Mexican
4 Consulate, so that if they are having any issue
5 or not being given anything that they have been
6 promised that they can reach out and get help if
7 they don't feel -- we hope that they come to
8 Western Range first so that we can help
9 facilitate that a lot faster than, you know, the
10 Department of Labor audit. But if they feel
11 like that's their only reach-out, then, you
12 know, we provide them with that contact
13 information.

14 Q. Okay. And understanding that there's
15 a lot of additional information that you
16 provide, as well, can you recall any changes
17 specific to the pre-employment notice itself?

18 A. I'd have to -- I'd have to put them
19 side by side to pinpoint the exact changes.

20 Q. Okay. And I'd love to show you one,
21 but I don't believe one was produced to us in
22 discovery, of the revised form.

23 You also mentioned that you now have
24 the contracts signed by the herders before they
25 go for their H-2A interview with the Consulate;

1 is that right?

2 A. That is correct.

3 Q. So can you tell -- what's the sequence

4 between when they sign the pre-employment notice

5 and when they would sign the actual contract?

6 Is that all happening at the same time?

7 A. No. No. They sign their contract

8 when they're in the United States.

9 Q. And I -- and I -- okay. I'm sorry. I
10 must have misunderstood.

11 Under the new -- what you said was a
12 change that took place sometime after 2017, I
13 thought you said that you now send the contracts
14 to be signed before they come into the United
15 States. Did I misunderstand?

16 A. Yes, or I may have misspoke on that.
17 It's a document that's very similar to our
18 contract, so that they can see and review the
19 exact contract that they will see in the United
20 -- when they get to the United States.

21 Q. I understand.

22 So they can review the substance, but
23 they don't actually execute it until they arrive
24 in the United States; is that correct?

25 A. Their employment agreement is executed

1 when they're in the United States, correct.

2 Q. So the pre-employment notice of rights
3 that we were looking at in Exhibit 12, that is
4 what would be signed when the coordinator is
5 entering the herder into the H-2A system,
6 getting them started through that whole process?

7 A. Yeah. This looks like it is the
8 document in 2010 that was given to the herder as
9 a start to the H-2A process for them to get
10 their visa to come to work.

11 Q. Okay. And other than changing the
12 minimum monthly payment, you're not aware of
13 any substantive changes that were made to the
14 pre-employment notice until sometime after 2017
15 when the change in the underlying contract was
16 made that you just described?

17 A. I'd have to review them, but I don't
18 believe there was any.

19 Q. Okay. And the pre-employment notice
20 sets forth some basic conditions of the job,
21 correct?

22 A. Correct.

23 Q. And let me start with the first
24 paragraph, the last sentence. The notice states
25 that the -- that Western Range has to be in

1 frame again? Between 2010 and 2018?

2 Q. Yes.

3 A. Before, I believe.

4 Q. Did that change in 2019?

5 A. No.

6 Q. Okay. And at the time that the
7 herder signs the pre-employment notice, it has
8 not necessarily been determined as to which
9 ranch the herder will be assigned to, correct?

10 A. Can -- no. I would disagree with
11 that. I want to make sure I understand your
12 question. Can you ask that one more time?

13 Q. Sure.

14 At the time that the herder signs the
15 pre-employment notice, it hasn't necessarily
16 been determined which ranch that herder is going
17 to actually be assigned to; is that right?

18 A. No. That's not right.

19 Most herders are requested by the
20 rancher to come to the ranch, and so when
21 Western Range -- how Western Range gets a
22 worker's name is that, first, the ranch may give
23 us a name that we give to our coordinator to
24 help the worker go through the process to get
25 their paperwork done.

1 If a rancher doesn't have a name,
2 there is a small list of workers that are
3 interested in becoming a sheep herder in the
4 U.S. That list gets sent to our member. Our
5 member will look through that list. They will
6 decide which worker. Sometimes the rancher may
7 ask additional questions of someone, and then
8 -- but, ultimately, the rancher will choose
9 which worker will be coming before we start the
10 process.

11 Q. Okay. Has that been the case from
12 2010 through the present?

13 A. I believe so, yes.

14 Q. Okay. Among other things included in
15 the pre-employment notice is the statement that
16 housing would be supplied free of charge and
17 that food and cooking facilities are supplied
18 free of charge, correct?

19 A. Yes.

20 Q. And you also inform the herders that
21 they are subject to transfer from one member to
22 another, correct?

23 A. Yes.

24 Q. And you, specifically, direct them
25 that if the member ranch no longer needs the

1 herder's services, the herder should contact the
2 Western Range Association office to find out
3 where they'll be transferred to, correct?

4 A. Give me just a second to read that.

5 Q. Sure.

6 It's the seventh paragraph, almost
7 halfway down the page.

8 A. It says that, but that's, typically --
9 some -- and sometimes that is how transfers
10 occur. Typically, the herder may contact us
11 because they're unhappy with their employment at
12 their current ranch. And, you know, like every
13 other job, sometimes you click with your
14 coworkers and sometimes you don't. And so
15 sometimes the herder, for whatever reason,
16 doesn't like the work at that particular ranch,
17 or something's not working for them. Then we
18 may transfer them to find them employment where
19 they can succeed, and it can succeed for the
20 rancher, as well.

21 Typically, if a member has no more
22 work for an employee, they are the ones who
23 contact us. So even though this says, you will
24 contact Western Range Association, that's,
25 typically, not how the conversation goes.

1 Q. Okay. Although there are other
2 reasons why the herder would contact Western
3 Range, but it's not usually because the ranch
4 has run out of work for them; is that correct?

5 A. Correct. Yeah.

6 Q. And, actually, a few paragraphs
7 further down, you specifically advise the
8 herder, Be advised that if you are having any
9 problems or are unemployed, please contact your
10 employer and the Western Range Association
11 office immediately.

12 So you want them to know that if there
13 are issues they should reach out to Western
14 Range, correct?

15 A. Correct.

16 MS. WEBBER: All right. While I'm
17 going to have some questions on other parts of
18 Exhibit 12, I'm done with pre-employment, and
19 I've noticed that it's been over an hour since
20 we were back on the record. I promised you a
21 lunch break, so why don't we go off the record,
22 and let me know what you'd like to do in terms
23 of lunch.

24 (Lunch recess.)

25 BY MS. WEBBER:

1 directors of the association. That's the Board
2 of Directors of Western Range, correct?

3 A. Correct.

4 Q. And this required -- this required the
5 member ranch to enter into an agreement with the
6 herder that would be in a standard form
7 established by the board of Western Range,
8 correct?

9 A. Can you -- I guess I don't understand
10 the question. Can you rephrase that?

11 Q. Under the agreement that is contained
12 on the first page of Exhibit 12, Western Range
13 required its member ranches to agree to enter a
14 contract with the herder that would be in a
15 standard form established by the board of
16 Western Range, correct?

17 A. Yes. We have a packet of documents
18 that the ranchers should be filling out, such as
19 the I-9, but with the herder when the herder
20 arrives.

21 Q. And in addition to the I-9, that
22 includes an employment agreement, correct?

23 A. Correct.

24 Q. And that is something that is provided
25 to the ranch by Western Range, correct?

1 MS. WINOGRAD: I'm going to object to
2 the form of the question. Are we talking about
3 this specific agreement, or we talking about
4 all?

5 MS. WEBBER: We're talking about
6 Exhibit 12 and this specific agreement and this
7 specific Western Range application agreement.

8 THE WITNESS: So can you ask that
9 question one more time for me?

10 MS. WEBBER: Sure.

11 BY MS. WEBBER:

12 Q. Is the sheep herder employment
13 agreement that begins at Page WRA008 the
14 employment agreement that is referred to by the
15 first page of Exhibit 12 when it says that the
16 employer shall execute an employment agreement
17 and standard form?

18 A. Yes.

19 Q. And this employment agreement is
20 something that was established and approved by
21 the Board of Directors of Western Range,
22 correct?

23 A. I believe so.

24 Q. Well, that's what it says on the first
25 page of Exhibit 12, right, that the terms of the

1 Q. It further commits that housing and
2 meals will be provided without any charge,
3 correct?

4 A. Correct.

5 Q. And it concludes that, In no event
6 will employees compensation be less than the
7 minimum required by the United States of
8 America, correct?

9 A. Correct.

10 Q. And that reference to what was
11 required by the United States of America, would
12 that incorporate the requirement we discussed
13 previously that appeared in Exhibit 10 that
14 if state minimum wage was higher than other
15 prevailing wage or adverse effects wage, that
16 that's what should be paid to the individual?

17 A. Correct.

18 Q. And Paragraph 3 also includes that the
19 employee is entitled to accrue two weeks' paid
20 vacation per year, prorated, if they work less
21 than a year, correct?

22 A. Correct.

23 Q. Did any of those terms at Paragraph 3
24 change between 2010 and 2019?

25 A. There may be others, but the one I

1 know that did change would have been the two
2 weeks' paid vacation.

3 Q. When did that change?

4 A. I believe it was -- without seeing the
5 documents, I couldn't accurately state when. I
6 believe it was when the rules changed in 2015.

7 Q. And prior to that change, Western
8 Range had decided that all herders should be
9 entitled to this two weeks' paid vacation,
10 correct?

11 A. Correct.

12 Q. And they might not necessarily take
13 the time off, but they would get paid the extra
14 two weeks if they didn't take the time off,
15 correct?

16 A. Correct.

17 Q. And that was a decision made by
18 Western Range, not something that was required
19 by H-2A, correct?

20 A. Correct.

21 Q. And what change was made to the
22 two-week vacation, and I understand you're not
23 certain of the date, but sometime after 2015
24 what change was made to the two weeks' vacation?

25 A. It was removed.

1 Q. And that was a decision made by
2 Western Range?

3 A. Western Range did -- because the rates
4 were increasing dramatically due to the rule
5 change, Western Range did not want to require
6 employers to offer that benefit, as well. But
7 it didn't mean that employers would not be able
8 to offer that benefit.

9 Q. But prior to that point, that was
10 something that Western Range required all the
11 member ranches to provide, correct?

12 A. Correct.

13 Q. Okay. And, obviously, the monthly
14 salary that was listed in Paragraph 3 would have
15 changed over time, as well, correct?

16 A. Correct.

17 Q. Other than those two changes, anything
18 that you're aware of that changed in Paragraph 3
19 between 2010 and 2018?

20 A. Not that I'm aware of.

21 Q. Okay. Paragraph 4 addresses insurance
22 and refers to insurance covering injury and
23 disease arising out of and in the course of
24 workers' employment in the United States.
25 So that's a reference to Workers' Compensation

1 insurance coverage; is that right?

2 A. No. Let me -- excuse me. Let me read
3 through that.

4 So what was your question again?

5 Q. The first sentence of Paragraph 4
6 refers to Workers' Compensation insurance,
7 correct?

8 A. Correct.

9 Q. Okay. And Western Range requires
10 every ranch to have Workers' Compensation
11 coverage, correct?

12 A. Western Range Association and the
13 Department of Labor.

14 Q. And, in fact, Western Range requires
15 that the Western Range Association be listed as
16 a certificate-holder on the Workers'
17 Compensation coverage, correct?

18 A. We request that. Some insurance
19 companies do not abide.

20 Q. So that covers any illness or injury
21 arising out of and in the course of workers'
22 employment, correct?

23 A. Correct.

24 Q. And then the third sentence states
25 that, The employer further agrees to include the

1 A. I don't know if it's stated exactly
2 like that, but there still continues to be a
3 three-quarters guarantee.

4 Q. And that means that even if the ranch
5 no longer has a need for the workers's services,
6 that they're guaranteed at least work and
7 payment for at least three-quarters of the term
8 of the contract?

9 A. That is correct.

10 Q. And how would that three-fourths
11 guarantee be paid?

12 A. By the rancher -- by the rancher that
13 the herder is currently working with.

14 Q. Rather than pay the guarantee, is it
15 possible that the rancher could ask Western
16 Range to transfer the worker to another ranch?

17 A. Yes.

18 Q. Okay. And if the transfer goes
19 through, then the original rancher is no longer
20 responsible for further payment of the wages?

21 A. That is correct.

22 Q. And if the rancher -- if the reason
23 the rancher doesn't need their services anymore
24 is because, you know, they go out of business or
25 something or go defunct and you can't get them

1 Range that if you want to require one of your
2 member ranches to make payroll records available
3 to you that you can require them to produce them
4 to you?

5 A. So the regulation requires members
6 to provide any documents during a Department of
7 Labor audit. Western Range Association also
8 will investigate if there are claims of wage
9 discrepancies, or that the wages were not paid,
10 and we would request that from the member.

11 Q. Right. And my question is not about
12 what the Department of Labor can require be
13 produced, but what Western Range, acting in its
14 own capacity, could require member ranches to
15 produce. And you've indicated that a worker can
16 call Western Range if they don't think they've
17 been paid correctly.

18 Would Western Range, without any DOL
19 audit, just acting in its own capacity, have the
20 authority to require one of its members produce
21 wage records to Western Range so Western Range
22 can be satisfied that the worker has been paid
23 properly?

24 A. And I guess I kind of crammed those
25 two answers into the one last time, so, yes,

1 Department of Labor does, but, also, when
2 Western Range does receive a complaint from a
3 herder, we do reach out to members requesting
4 proof of payment.

5 Q. And I guess what I'm trying to
6 distinguish between is, what you say is
7 requesting proof of payment, does Western Range
8 have authority pursuant to its bylaws or its
9 agreements with its members to insist upon its
10 members producing such wage records?

11 A. I'm not sure if we have anything as a
12 policy or written down, but I do know that the
13 -- the investigations -- I -- you know, after
14 we receive credible information in the
15 investigations that we have been a part of our
16 ranchers have abided.

17 So I guess I, personally, have not
18 been in that situation, and I don't know of a
19 situation where Western Range has asked for
20 those documents and a member has refused to
21 provide those.

22 MS. WEBBER: Okay. Let's go ahead and
23 mark as Exhibit 13 the documents contained in
24 envelope AL.

25 (Exhibit No. 13, a document Bates

1 for the best opportunity for their success if
2 things aren't working out at the ranch they're
3 on.

4 BY MS. WEBBER:

5 Q. Not disputing that there may be
6 advantages for the herders, as well, but the
7 herders didn't submit comments to the Department
8 of Labor on that point, correct?

9 A. I don't know if they did or not.

10 Q. Okay. What I'm asking you about is
11 the comments submitted by Western Range, and
12 Western Range, for its purposes and for its
13 members' purposes, wanted to retain that
14 ability, correct?

15 A. And for the herd -- and for -- for the
16 member purposes as well as the herder purposes,
17 so that the herders had options. So if we
18 received a phone call from a herder saying, this
19 is not working out, we have the option to find
20 successful employment for the herder, rather
21 than sending them home.

22 Q. Turning to Page WRA918, that's an
23 addendum to the comments that was just from
24 Western Range Association, not MPAS, correct?

25 A. Yes.

1 Q. Okay. And turning to Page WRA919,
2 the first full paragraph on that page begins by
3 referring to the issue of noncompliant members
4 in the sheep industry, correct?

5 A. Let me take a minute to read that.

6 Okay. What was your question?

7 Q. Western Range stated in this section
8 of the comments that Western Range, because of
9 its status as a joint employer, monitors,
10 investigates, sanctions and in some cases debars
11 members because of program violations, correct?

12 A. Correct.

13 Q. And when Western Range refers to
14 debarring members, that means telling members
15 that we're not going to help you get H-2A
16 workers in anymore, correct?

17 A. And Western Range, typically, doesn't
18 debar a member from the program. That's the
19 Department of Labor, you know, but, yes, we
20 would move members out of our organization.
21 This is referring to a very small group of
22 growers that this paragraph is talking about.

23 Q. Sure.

24 But Western Range wanted the
25 Department of Labor to know and consider that,

1 because Western Range has this joint employer
2 status, it takes seriously its responsibility,
3 then, to monitor, investigate and sanction
4 members, if necessary, for those few that don't
5 with the program rules.

6 MS. WINOGRAD: I'm going to object to
7 the form of the question and foundation. I
8 think the document speaks for itself.

9 THE WITNESS: So, yeah, Western Range,
10 when we were aware of a problem, which sometimes
11 comes up from the Department of Labor during a
12 complaint that was made to the Department of
13 Labor, being a joint employer has allowed us
14 to be more privy to conversations with the
15 Department of Labor about these potential issues
16 to help educate, try to monitor, but, also, you
17 know, help us investigate better the issues that
18 may come up.

19 The Department of Labor has been a
20 great partner, if there was an issue with a
21 member, not only with that direct member, but
22 with our organization to help educate other
23 members of corrections or new interpretations
24 that investigators tend to have with the rules.

25 BY MS. WEBBER:

1 court reporter. Let me just click that button.

2 And do you recognize what's been
3 marked as Exhibit 16 as the Training and
4 Employment Guidance Letter that governed sheep
5 herders brought in on the H-2A program from at
6 least 2011 through the end of 2015?

7 A. Yes.

8 Q. And turning to Page 4 of Exhibit 16, I
9 want to direct your attention to the numbered
10 Paragraph 7 at the bottom.

11 Is it correct that under the TEGL,
12 sheep herders were deemed to be operating in
13 unique circumstances, on call 24/7 in remote
14 locations, that, therefore, prevented the
15 monitoring and recording of hours actually
16 worked each day, as well as the time of day the
17 worker begins and ends each workday?

18 A. That looks to be what this document
19 says.

20 Q. And do you agree that Western -- the
21 herders that Western Range brought in through
22 the H-2A program for its members were, indeed,
23 working in circumstances where the rancher could
24 not monitor and record the hours actually worked
25 each day?

1 A. Yes.

2 Q. So the ranches would not have any
3 basis to state the number of hours that a herder
4 was actually working for them when out on the
5 range, correct?

6 A. What time frame?

7 Q. From 2010 through 2019, the ranch was
8 unable to monitor the hours actually worked by
9 the herders, and that was the justification
10 given for exempting the ranch from recording
11 those hours and tracking them the way other H-2A
12 employers have to track them, correct?

13 A. Correct.

14 Q. And you would say that was an accurate
15 description of the ranch's ability, or I should
16 say, inability to monitor the exact hours being
17 worked by the herders?

18 A. Can you say that one -- I'm sorry.
19 Can you ask that question one more time?

20 Q. Sure.

21 Would you agree it's accurate to say
22 that the ranches lacked the ability to monitor
23 the hours actually worked by the herders who
24 were out on the range?

25 A. I believe I said that it was hard

1 for them to track the hours that -- or it was
2 difficult to track hours, if not impossible, to
3 track hours while they were out on the range,
4 yes.

5 Q. You've referred a few times to herders
6 being on call 24/7, correct?

7 A. Correct.

8 Q. When you say on call, what do you mean
9 by on call?

10 A. That they're able to attend to the
11 need of the animals when -- when they're needed,
12 I suppose. And it doesn't matter what part of
13 the day that they're on call for, but that
14 they're able to go and attend and to do their
15 duties when those duties need to be done.

16 Q. And those duties involve being in
17 constant attendance on the herd, correct?

18 A. Correct. Yes.

19 Q. Sometimes, you know, people refer to,
20 you know, a doctor being on call, for example.
21 They may just be going about -- you know, they
22 may be at home watching TV, they may be out at a
23 restaurant, in our pre-COVID times. And they
24 just have to be available -- if a phone call
25 comes in, they may have to leave off what

1 Q. Okay. So if the herder's responsible
2 for making sure that predators don't prey on the
3 sheep, the herder really has to be attentive and
4 not go wandering off to, you know, find somebody
5 to play cards with?

6 A. Not necessarily. You know, some of
7 these herders have TV in their campers. Some of
8 them, you know, are close enough to another camp
9 that they go to that camp and visit. They,
10 typically, are alerted to issues from dogs
11 barking and making noise. And so it's not
12 -- it's not that, like I said, they have to be
13 right next to the herd all the time. And
14 they're also in remote locations, too. I mean,
15 if you're a doctor on call, you probably can't
16 go, you know, within so far of a distance from a
17 hospital, right? You can't go on a two-day trip
18 somewhere and wait for a phone call.

19 This would be similar to that.

20 Q. How quickly would a herder be expected
21 to respond to barking dogs, for example?

22 A. Well, if they're in earshot of the
23 barking dogs, then they should be able to
24 respond fairly quickly.

25 Q. In earshot of barking dogs means,

1 didn't have the regulatory requirements in
2 place, and so Western Range has to step in and
3 not allow a situation like that until the
4 appropriate paperwork is in place.

5 Q. Okay. I appreciate that, but my
6 question was whether Western Range had
7 discretion to make transfers, meaning without
8 the consent of the member?

9 MS. WINOGRAD: I'm going to object to
10 the form of the question.

11 At what time?

12 MS. WEBBER: Sure.

13 BY MS. WEBBER:

14 Q. Once again, we can go from 2010
15 through 2019. Did Western Range have the
16 authority to decide to transfer a herder from
17 one member to another member even if the
18 original member who had the herder wanted to
19 keep the herder?

20 A. I think it would depend on the
21 situation, but, yes, I mean, if there's -- if
22 there's a situation that a herder needed to be
23 moved, then, yes. Or if there was a situation
24 that -- I think my answer's just yes.

25 Q. Okay. About what percentage of the

1 whether it was responsible.

2 THE WITNESS: Can you ask that
3 question again?

4 BY MS. WEBBER:

5 Q. Are you aware of any communication
6 going to the Department of Labor on behalf of
7 Western Range asserting that Western Range is
8 not a joint employer of the H-2A herder?

9 A. I'm not aware of any written
10 communications that would have gone to the
11 Department of Labor asserting that we were not
12 joint employers.

13 Q. And you are aware that, on numerous
14 occasions, the Department of Labor has assessed
15 penalties against Western Range as a joint
16 employer, correct?

17 A. Correct.

18 Q. And has directed that back wages
19 are due that are jointly and severally the
20 responsibility of Western Range and whatever
21 member ranch the herder in question worked at,
22 correct?

23 MS. WINOGRAD: I'm going to object to
24 the form of the question. I think you may be
25 using back wages differently than the Department

1 A. It depends which time frame you're
2 speaking of. From 2010 to 2015, the herders had
3 a different number. And, if you see, that is
4 the prior contract number that you see there.
5 After 2015, we have retained the same herder
6 number for the herders.

7 Q. Okay.

8 A. That's one of the reasons why
9 discovery's been so difficult is because we've
10 had to pull multiple files from multiple areas.

11 Q. And does Western Range maintain a
12 herder file for each herder that it hires?

13 A. So the herder file, before 2015, they
14 would have a herder file for each stay in the
15 United States, or, I guess I should say, it
16 would be attached to the herder number.

17 Since 2015, we have started retaining
18 the same herder file for the herder no matter
19 how many times they come back.

20 Q. Okay. And what documents are supposed
21 to be kept in the herder file?

22 A. The I-129 and visa applications, the
23 contracts that are returned by the member.
24 There are the visas and passports. Sometimes
25 the rancher will provide us with the Social

1 other, or one member to the other.

2 Q. All right. And does Western Range
3 keep track of when herders are on the range
4 versus when they're at ranch headquarters?

5 A. No.

6 Q. Does Western Range do anything to
7 ensure that herders are staying within the job
8 description for herders in terms of the amount
9 of time they spend on the range?

10 A. And Western Range has started a
11 compliance check on members where we interview
12 herders, and those are the questions -- are some
13 of the questions we ask.

14 Q. Okay. When did you start doing that
15 compliance check?

16 A. In 2019, January.

17 Q. And was that pursuant to an agreement
18 you reached with the Department of Labor?

19 A. It was, but it was also something that
20 was written and intended to carry on even after
21 the compliance agreement has concluded.

22 MS. WEBBER: If you could take what's
23 been put in Envelope AA, I'm going to mark that
24 as Exhibit 21.

25 ///

1 for the herders included in that database?

2 A. No.

3 Q. You don't include that in the Shep
4 system?

5 A. We don't, because that information,
6 typically, had been used for emergency
7 situations. And so not necessarily some -- that
8 if we -- we didn't need it very often, and so we
9 could go back to the file and get that
10 information.

11 And I shouldn't say just emergency
12 situations, but we didn't use it very often, so
13 that's where the information was kept.

14 Q. Sometimes you were directed to get
15 paychecks or final checks or reimbursements for
16 subsistence to workers after they're returned to
17 their home country; is that right?

18 A. The member should be paying the herder
19 those checks before they leave.

20 Q. But there have been times where
21 you've had to get subsistence payments or
22 reimbursements out to herders after they've
23 left, correct?

24 A. I believe so. Yes. Yes.

25 Let me restate that. Yes.