

IN THE SUPREME COURT OF THE STATE OF NEVADA

ABEL CÁNTARO CASTILLO,

Appellant,

vs.

WESTERN RANGE ASSOCIATION,

Respondent.

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APPENDIX VOLUME 7, PART 1

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CHRONOLOGICAL ORDER

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

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

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

EXHIBIT 54

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ABEL CANTARO CASTILLO, and those)
similarly situated,)

Plaintiff,)

v.)

WESTERN RANGE ASSOCIATION)

Defendant.)

Case No.: 3:16-cv-00237-RCJ-CLB

Dwight D. Steward, Ph.D.
Declaration

August 13, 2021

Introduction

1. My name is Dwight Steward and I am an economist and statistician. I have been retained by Plaintiff's counsel as an expert in this case. In this report, I describe the methodologies that can be used to reliably analyze the Plaintiff's allegations in this matter. I have been asked to provide my professional opinion on the feasibility of calculating damages with respect to the allegation that the Defendant failed to pay the Nevada state minimum wage for sheepherders working on its member ranches, and if the necessary data is ultimately produced, to calculate the damages for each class member..

2. As an economist and statistician, I have provided consultation, reports, and expert witness testimony on statistical and economic issues involving wage and hour violations, off-the-clock work, employment disputes, and economic damages in both litigation and non-litigation settings. I have served as a wage and hour expert witness and consultant for both Plaintiffs and Defendants in federal and state court in states including Nevada, California, Washington, Wyoming, North Dakota, Colorado, Texas, Alabama, Georgia, Florida, Tennessee, South Carolina, Louisiana, Missouri, Nebraska, Illinois, Iowa, Indiana, Ohio, Massachusetts, New Jersey, New York, Louisiana, and Pennsylvania. I have provided testimony in FLSA and wage and hour in cases such as Otsuka et al. v. Polo Ralph Lauren Corporation (United States District Court, Northern District of California), Stout et al. v. Universal Ensco, Inc. (United States District Court, Southern District of Texas), Johnson et al. v. York (Superior Court of the State of California, Sacramento County), Cruz et al. v. Unilock Chicago, Inc. (Circuit

Court of Sixteenth Judicial District, Kane County, Illinois) and Everado Carrillo, et al. v. Schneider Logistics, Inc., et al (United States District Court, Central District of California).

3. In the cases of Otsuka v. Polo Ralph Lauren Corporation and Johnson et al. v. York, I presented trial testimony on statistical sampling and survey data that was used to analyze the prevalence of wage and hour violations and to calculate economic damages. In another wage and hour case, Martinez, et al. v. Jatco, Inc. (Case No. RG 08-397316, Superior Court of the State of California for the County of Alameda), I worked jointly with the opposing expert in a court approved plan to develop a statistically reliable sampling methodology to analyze the Plaintiffs' alleged economic damages.

4. In addition, I am currently appointed by The United States District Court for the Eastern District of California Special Master team in Coleman et al. v. Newsom et al. as a labor economist. As a labor economist for the court's Special Master, I am conducting an economic and statistical analysis to study the employment and labor market issues in the Coleman v. Newsom case.

5. I have been involved in the development, implementation, and analysis of numerous statistical samples and survey data in both wage and hour litigation and in non-litigation settings. My professional research routinely utilizes statistical sampling and survey data. I have also performed sampling for projects outside of employment and wage and hour litigation in areas including Medicaid billing and law enforcement. In one long-running project, I created and analyzed survey data of

approximately 1,600 law enforcement agencies in Texas concerning racial profiling, and police officers' critical knowledge, beliefs, attitudes and practices, on behalf of the NAACP, the Texas Criminal Justice Coalition and other national organizations. Law enforcement agencies across Texas relied on this survey research to gain an understanding of racial profiling in their communities and to improve community relations in critical neighborhoods across Texas.

6. In addition to serving as a consultant and expert witness, I have also held teaching positions in The Department of Economics and The Red McCombs School of Business at the University of Texas at Austin, and in The College of Business Administration at Sam Houston State University. I have taught dozens of statistics and economics courses that cover the use, administration, and analysis of statistical samples and survey data. I have published in the Journal of Forensic Economics and I am the author of "Statistical Analysis of Employment Data in Discrimination Lawsuits and EEO Audits: A statistical guide for attorneys, human resource professionals and EEO compliance personnel" and co-author of "Big Data Analytics in U.S. Courts, Uses, Challenges and Implications". My CV is attached.

7. In brief, it is my opinion that damages for the class members can be reliably calculated with respect to the claim that the Defendant failed to pay the applicable minimum wage for shepherders working on its member ranches. I have not yet been provided depositions and declarations from each of the member ranches; it is my understanding that depositions in this case are not yet complete. Class-wide damages can be calculated using this data from Defendant's member ranches, as well

as data obtained from survey instruments administered to class members as described by Dr. Petersen. The list of the documents and information I reviewed in this case are listed in Exhibit A. I respectfully reserve the right to make adjustments and to supplement this report if additional information becomes available.

Overview

8. It is my understanding that the Plaintiff and putative class members in this case, who are H-2A visa workers employed as sheepherders in Nevada, allege that they were paid below the Nevada minimum wage while working for the Defendant: Western Range Association (hereafter "Western Range") and its member ranches, in violation of their contracts. The proposed class (or "Class Members") is composed of those employees who worked for the Defendant through the H-2A visa program in Nevada during the class period (See no. 1 in Exhibit A).

9. It is my understanding that H-2A workers are individuals who come to the United States on temporary agricultural visas and who are authorized to work with specific agricultural employers. It is my understanding that employers utilizing the H-2A program must pay at least the hourly minimum wage required by state law, if it is higher than the Adverse Effect Wage Rate (AEWR) (See no. 1 in Exhibit A). It is my understanding that Nevada has two hourly minimum wage rates: one rate for if an employer offers health insurance benefits to its employees, and one rate if an employer does not offer health insurance benefits to its employees (See no. 131 and 132 in Exhibit A). Additionally, it is my understanding that the federal minimum wage rose to \$7.25/hour effective July 24, 2009, which raised the Nevada minimum wage rate (See

no. 162 in Exhibit A).

10. It is my understanding that Class Members were hired by the Defendant under the H-2A program to work as sheepherders in Nevada. As sheepherders, Class Members were expected to herd sheep and/or goat flocks. The management of sheep and goat flocks involves activities including herding the flock, guiding them to where they should feed, ensuring they have access to water, rounding up strays, guiding the flock where to bed down at night, guarding the flocks from predatory animals, administering medication to animals, and assisting in lambing, docking, and shearing animals in the herd. It is my understanding that as a sheepherder, employees are on call for up to 24 hours a day and seven days a week (See nos. 25-105 and 135-140 in Exhibit A).

11. Class-wide damages related to the Plaintiff's allegations of minimum wage violations can be reliably calculated using documents produced by Western Range (e.g. member surveys, Form 790s), interrogatory responses provided by Western Range, information from Defendant's member ranches, and deposition testimony and data obtained from survey instruments administered to class members. In particular, the pay earned by the individual class members and the number of hours worked by these individuals can be obtained from these data and information sources. The methodology I propose would be common for all Class Members for all pay periods they worked for the Defendant during the class period. The data and information required for the calculation of class wide economic damages in this case is discussed in the following section of this report.

Pay Data

12. Determining how much Class Members were paid during the class period is a straightforward process in this case. In some instances, the member ranches maintained payroll records that show the amount that an employee was paid per pay period. I have been provided a sample of these payroll documents, which are listed in my Exhibit A. The payroll records contain the identifying information such as the employee's name, employee pay dates, and the amount the employee was paid during the pay period.

13. In other instances, pay data can be obtained from surveys that were filled out by Defendant's member ranches. According to the documents that I reviewed, Defendant's member ranches filled out surveys provided by Western Range. These surveys were titled "Information for Master Job Order" (See nos. 106-129 in Exhibit A). It is my understanding that these surveys were distributed annually to member ranches of Western Range and were used to determine how many sheepherders Western Range would need to hire in a given year, and to collect the information needed to complete the process for obtaining H-2A visas for those workers (See nos. 106-129 in Exhibit A). The surveys listed the ranch's contact information, the number of sheepherders the ranch needed, whether sheepherders would cross over into adjoining states while working for the ranch, and the salaries the ranch paid their current sheepherders.

14. In addition, pay data information can be obtained from applications that the Defendant filed with the Department of Labor. It is my understanding that every

year, the Defendant filed applications with the Department of Labor known as Agricultural Clearance Orders, or Form ETA-790A (hereafter known as "Form 790s") (See nos. 25-105 and 135-140 in Exhibit A). It is my understanding that employers seeking workers, like shepherders, to perform agricultural services or labor on a temporary basis are required to submit job order Form 790s before hiring H2-A workers. The Defendant lists the dates of employment, the number of workers needed, and the wage rate that the Defendant would pay on these job orders. My understanding is that on the Form 790s, an employer had to at least offer the Adverse Effect Wage Rate (AEWR). I have been provided a sample of these Form 790s, which are listed in my Exhibit A.

15. In addition to their base pay, it is my understanding that some headers may have been paid bonuses as well. Any calculation of a herder's pay could be adjusted to include such bonuses as the court may direct me.

16. At this time, it is my understanding that depositions are still being conducted and documents are still being collected. Reliable calculations of the pay that shepherders earned can be determined utilizing these documents and data sources, as well as interrogatory responses from Western Range.

Hours Worked Data

17. The number of hours worked by the individual class members can be determined utilizing generally accepted statistical sampling and surveying methodologies. Specifically, Dr. Jeff Petersen, who is a survey expert, has outlined a survey methodology to determine how long class members were working each day. Dr.

Petersen proposes survey questions be asked of a statistically representative sample of class members (See no. 5 in Exhibit A). I understand that the questions that Dr. Petersen proposes for the survey have been designed in a manner consistent with generally accepted guidelines on survey evidence, statistical and economic principles, and survey science.

18. The sampling techniques described by Dr. Peterson are widely used and generally accepted methodologies in the current context. Statistical sampling is not controversial, novel or burdensome, and is widely used in these types of situations by economists and statisticians. It has been my professional experience that this type of approach has been used in numerous similar settings. The survey evidence proposed by Dr. Petersen can be used to construct reasonable and reliable estimates of the number of hours per day sheepherders worked while working with Western Range. As described in Dr. Petersen's report, contact information for more recent herders has not yet been provided.

Operational data

19. Operational data and information provided by the Defendant or its member ranches will provide additional information that will allow for the further refinement of the Class Members' economic damage calculations. These refinements are not burdensome, and can be made for Class Members over the class period. At this time, it is my understanding that not all member ranches have provided such data yet.

20. For example, it is my understanding that some sheepherders who worked for the Defendant during the class period crossed over the Nevada border and

worked in California while herding their flocks. For these individuals, the time that these shepherders worked in California would need to be deducted from the economic damage calculations related to the failure to pay Nevada minimum wage allegations. The information described above, which includes the surveys sent by the Defendant to member ranches, company representative deposition testimony, and declarations, can be used to account for time worked outside of Nevada by the Class Members.

21. Furthermore, it is my understanding that different ranches may have different lambing seasons, or the time when the ewes in a flock give birth to all the lambs. It is my understanding that shepherders employed by the Defendant may work different hours during lambing season than other periods in the year. The depositions and declarations of the representatives of the member ranches can be used to adjust the shepherders' work time to reflect differences in work hours during the lambing season. In these depositions and declarations, the representatives of the member ranches stated the time and duration of the lambing season on their ranches. (See, for example, no. 17 in Exhibit A). Additionally, information regarding whether health insurance was offered to shepherders can also be obtained from the Western Range and ranch representatives' declarations and depositions (See, for example, no. 24 in Exhibit A, pg. 131-32)

Calculation of Applicable Nevada Minimum Wage Pay

22. Analyzing whether Western Range failed to pay Class Members the Nevada minimum wage entails straightforward calculations. To perform the analysis, the shepherd's pay in a given pay period would be compared to their 'minimum wage

pay'. A sheepherder's minimum wage pay is the pay that the sheepherders would have received had they been paid Nevada's minimum wage. The calculation of the sheepherder's minimum wage pay will be performed as follows.

23. The calculation of 'minimum wage pay' is based on the hours that sheepherders worked in Nevada, multiplied by the applicable minimum wage rate in Nevada per pay period. This calculation of 'minimum wage pay' can be commonly derived for each Class Member for the duration of the class period.

24. First, hours worked in Nevada would be calculated as described above. Adjustments for time spent working outside of Nevada and during lambing season can be calculated as appropriate and described in the previous section. Next, the relevant applicable minimum wage for Nevada would be applied for each pay period a sheepherder worked. The different statutory minimum wage rates in Nevada are publicly available for the relevant class period. Then, modifications to the applicable minimum wage would be determined if a ranch offered health insurance. As mentioned, the applicable minimum wage rate in Nevada is determined by whether an employer offered health insurance or did not offer health insurance. As described, whether a given ranch offered health insurance or did not offer health insurance is derived from deposition testimony.

25. Finally, the number of hours a sheepherder worked in a given pay period would be multiplied by Nevada's applicable hourly minimum wage. This represents what the sheepherder should have been paid for that pay period had the sheepherder been paid at the appropriate hourly rate. For example, suppose a

shepherd worked 120 hours in Nevada during a given pay period in 2019, and the ranch they worked on offered health insurance. In 2019, the Nevada minimum wage rate for employees who were offered health insurance was \$7.25/hr. The shepherd's minimum wage rate of pay for that pay period would be \$870. This 'minimum wage pay' would be derived in a common format for all Class Members, for pay periods and years they worked with Western Range in Nevada.

Calculation of Class-wide Damages

26. Analyzing whether Western Range failed to pay Class Members the Nevada minimum wage entails straightforward calculations. A shepherd's pay in a given pay period would be compared to their 'minimum wage pay' which I have described above. The damages for failing to pay the minimum wage would be the difference between what the shepherd was paid in a given pay period, and the rate of pay at minimum wage for their hours worked in the given pay period.

27. For example, suppose a shepherd worked 120 hours in Nevada in a two-week pay period in 2019. The shepherd worked for a ranch that offered health insurance, and was paid \$792.11 for the same two-week pay period. In 2019, the Nevada minimum wage rate for employees who were offered health insurance was \$7.25/hr. The shepherd's minimum wage rate of pay for that pay period would be \$870. The damages for failing to pay minimum wage would be \$77.89 for that shepherd for that pay period they worked in 2019.

28. Generally accepted and widely used software programs will be used to apply the relevant formulas and adjustments across all data for all Class Members.

After calculating the above damages for each pay period and each individual, the individual economic damages can be combined to arrive at an aggregated class-wide damages figure, if so desired. The damage calculations could be refined further at the Court's direction, or upon receipt of additional data.

Conclusion

29. In sum, it is my opinion that class-wide damages can be reliably calculated with respect to the claim that the Defendant failed to pay the applicable minimum wage for shepherders working on its associated ranches. Such damages can be derived from data hosted by Defendant's member ranches as it is made available. Additionally, such damages can be calculated using information obtained from the survey instruments administered to class members as proposed by Dr. Petersen.

Executed on August 13, 2021.

Dwight D. Steward

Exhibit A: Case Related Documents

Num.	Name
1	AMENDED COMPLAINT (Second) against All Defendants.PDF
2	20 CFR § 655.201
3	https://seasonaljobs.dol.gov/jobs
4	HerdersList w_ContactInfo 20201002 - Final.xlsx
5	Petersen Class Certification Report with Exhibits -- Western Range.PDF
6	RanchDates 20201002 - Final.xlsx
7	SECOND STIPULATED PROTECTIVE ORDER ORDER adopting ECF No. [181] Proposed Stipulated Protective Order re Confidential Material.PDF
8	WRA 28th Suppl Resp to Pltf 2nd Set of ROGS.PDF
9	Declaration Bonnie Little.pdf
10	Declaration Borda.pdf
11	Declaration Dufurrena.pdf
12	Declaration Ellison.pdf
13	Declaration Estill.pdf
14	Declaration Eureka.pdf
15	Declaration F.I.M..pdf
16	Declaration Gary Snow.pdf
17	Declaration John Olagaray.pdf
18	Declaration Need More Sheep.pdf
19	Declaration Rafter 7 Merinos.pdf
20	Declaration Silver Creek.pdf
21	Deposition of Bonnie Little
22	Deposition of Monica Youree
23	Deposition of Sierra Knudsen
24	Deposition of Kerri Wright
25	_P000357-P002073 ETA Form 790_Part1.pdf
26	_P000357-P002073 ETA Form 790_Part10.pdf
27	_P000357-P002073 ETA Form 790_Part11.pdf
28	_P000357-P002073 ETA Form 790_Part12.pdf
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105 _P000357-P002073 ETA Form 790_Part9.pdf
Bonnie Little Surveys.pdf (WRA003899-3901, WRA008361-62, WRA008417-18,
106 WRA008553-54, WRA003880-81)
Borda Surveys.pdf (WRA003664-66, WRA008347-48, WRA008396-97, WRA008453-54,
107 WRA008494-95, WRA008541-42, WRA003655-56)
Brough Survey.pdf (WRA008398-99)
108 Dufurrena Surveys.pdf (WRA008349-50, WRA008455-56, WRA004037-38)
Ellison Surveys.pdf (WRA008355-56, WRA008402-03, WRA008457-58, WRA008498-99,
109 WRA008543-44)
Empire Sheep & Cattle Surveys.pdf (WRA008351-52, WRA008400-01)
110 Estill Surveys.pdf (WRA004945-47, WRA008359-60, WRA008406-08, WRA008461-62,
111 WRA008502-03, WRA008545-46)
Eureka Surveys.pdf (WRA008353-54, WRA008496-97, WRA005021-22)
112 F.I.M. Surveys.pdf (WRA005608, WRA005610, WRA008365-66, WRA008409-10,
113 WRA008463-64, WRA008504-05, WRA008547-48, WRA005638-39)
Gary Snow Surveys.pdf (WRA006022-24, WRA008377-78, WRA008425-26, WRA008473-74,
114 WRA008518-19, WRA008559-60)
115 Green Goat Survey.pdf (WRA008549-50)
Jerry Lancaster - Grass Valley Surveys.pdf (WRA008363-64, WRA008415-8416,
116 WRA008465-66, WRA008506-07)
117 Jersey Valley Survey.pdf (WRA008411-12)
John Espil Surveys.pdf (WRA006600-02, WRA008357-58, WRA008404-05, WRA008459-60,
118 WRA008500-01)
119 John Olagaray Surveys.pdf (WRA006883, WRA006885, WRA008373-74, WRA008421-22,
120 WRA008471-72, WRA008510-11, WRA008555-56, WRA006870-71)
121 John Uhalde Surveys.pdf (WRA008480-81, WRA008524-25)

122 K&N Surveys.pdf (WRA007075-77, WRA008367-68, WRA008413-14, WRA008467-68,
WRA008508-09, WRA008551-52)

123 Need More Sheep Surveys.pdf (WRA008371-72, WRA008419-20, WRA008469-70,
WRA008512-15)

124 Rafter 7 Merinos Surveys.pdf (WRA007666, WRA007668, WRA008375-76, WRA008423-24,
WRA008516-17, WRA008557-58, WRA007490-91)

125 Silver Creek Surveys.pdf (WRA007835-37, WRA008427-28, WRA008520-21,
WRA008561-62, WRA007849-50)

126 SNWA Surveys.pdf (WRA008043-45, WRA008379-80, WRA008429-30, WRA008476-77,
WRA008522-23, WRA008563-64)

127 T&W Survey.pdf (WRA008098-99)

128 Thomas Knudsen - Double K Livestock Surveys.pdf (WRA008205, WRA008207,
WRA008369-70)

129 Truckee Surveys.pdf (WRA008478-79, WRA008526-27)

130 20 CFR § 655.211

131 4-1-09 Annual Bulletin.pdf

132 -4-1-10 Annual Bulletin.pdf

133 NRS 608.100, 608.102, 608.106, 608.258

134 Constitution of the State of Nevada, Article 15, Section 16

135 WRA008306.pdf

136 WRA008320.pdf

137 WRA008381.pdf

138 WRA008431.pdf

139 WRA008482.pdf

140 WRA008531.pdf

141 Bonnie Little Exhibit 1.pdf (LITTLE000001-LITTLE000125)

142 Bonnie Little Exhibit 2.pdf (LITTLE000126-LITTLE000255)

143 Bonnie Little Exhibit 3.pdf (LITTLE000256-LITTLE000382)

144 Ellison Ranch 1.pdf (ERCO000001-ERCO000006)

145 Etcheverry Ex. 1.pdf

146 F.I.M. Exhibit 1.pdf (FIM000001-FIM000019)

147 F.I.M. Exhibit 2.pdf (FIM000020-FIM000041)

148 F.I.M. Exhibit 3.pdf (FIM000042-FIM000062)

149 JESCO_Employee_Payroll_July2019_July2021.xlsx

150 John Olagaray Exhibit 1.pdf (OLAGARAY000001-OLAGARAY000005)
151 John Olagaray Exhibit 2.pdf (OLAGARAY000006-OLAGARAY000010)
152 John Olagaray Exhibit 3.pdf (OLAGARAY000011-OLAGARAY000015)
153 Powers Ex. 1.pdf (Rafter7000001-Rafter7000)
154 Silver Creek Payroll.pdf (SILVER000001-SILVER000015)
155 SNWA Bates_001.pdf (001-368)
156 SVA001-SVA219.pdf
157 Deposition of Pauline Inchauspe.pdf
158 Deposition of Henry Vogler IV.pdf
159 Deposition of Ira Wines.pdf
160 Deposition of Nicholas Etcheverry.pdf
161 Deposition of John Espil.pdf
162 29 U.S.C. § 206



Curriculum Vita Dwight Steward, Ph.D.



Dr. Steward is an economist and principal of EmployStats. EmployStats is a boutique economic consulting firm that provides economic research and expert witness services to legal, government, and business communities nationwide. EmployStats specializes in large data analysis projects involving wage and hour and employment class action lawsuits, injury and death litigation, consumer mass torts, and commercial lawsuits. EmployStats has been successfully in business since 1997 and has offices in Austin, Texas and Palo Alto, California

Dr. Steward has provided consultation, expert reports and testimony in hundreds of cases nationwide. He has provided testimony on issues involving mitigation and economic damages in employment lawsuits, wage and hour and FLSA liability and damages, statistical analysis of discrimination, and economic damages of individuals and businesses.

Dr. Steward is an active community member and serves in a number of leadership positions. He is currently on the Board of Directors of The Boys and Girls Club of Austin and serves as the Midwest Vice President of the National Association of Forensic Economics. He is also a member of the Texas A&M University Statewide Police Racial Profiling Task Force and an former President of the University of Texas at Austin Army ROTC Alumni Association.

Dr. Steward is the author of three professional economics textbooks and was previously a Senior Lecturer in the Economics department at The University of Texas at Austin and was a Visiting Assistant Professor in the Finance Department in the College of Business at Sam Houston State University in Huntsville, Texas. He served stateside in the U.S. Army as an Field Artillery Officer during Operation Desert Storm and in the U.S. Army Reserves. He obtained the rank of 1st Lt. and received an honorable discharge following the completion of his service.

Dr. Steward holds a Ph.D. in Economics from the University of Iowa, and a B.A. in Economics from the University of Texas at Austin. He completed his K-12 schooling in San Antonio, Texas.



Presentations and Public Speaking Engagements

(Updated September 1, 2020)

National Employment Lawyers Association's (NELA's) 2020 Virtual Convention, "When To Use Experts In Employment Cases", Online (Virtual Panel), July 10, 2020.

Practising Law Institute (PLI) Wage & Hour Litigation and Compliance 2020, "Calculating Time Worked and Damages in Wage & Hour Cases", New York, New York, January 28, 2020

Western Economic Association International 94th Annual Conference, "NAFE Session 1: Statistical, Survey, And Data Issues In Wage And Hour Cases", San Francisco, California, June 29, 2019

Professional Liability Underwriting Society (PLUS) Hartford Chapter EPLI Seminar, "#MeToo, Pay Equity and 'What's Behind Door #3' - Taking the Mystery and Misery Out of Damages in Employment Matters", June 6, 2019

National Employment Lawyers Association Spring Seminar, Epic Advocacy: Protecting Wages In Litigation & Arbitration, "Calculating Damages: Views From An Expert, An FRE 1006 Summary Witness, And Lawyers", Denver, Colorado, April 13, 2019

University of Baltimore Big Data CLE Seminar, "Data Analytics in Complex Litigation", Baltimore, Maryland, April 5, 2019

American Economics Association Annual Meeting, "Stationarity Tests and Margin of Error in Forensic Economics", Atlanta, Georgia, January 4, 2019

Economics/Liberal Arts Career Forum at The University of Texas, Austin, Texas, November 2, 2018



Employment Law CLE Seminar, "Surveys in Class Action Wage and Hour Cases", San Francisco, California, October 3, 2018

Employment Law CLE Seminar, "California Fair Pay Act", San Francisco, California, October 16, 2017

Eastern Economics Association Conference, "Risk Shifting by Employee Terminations and Layoffs", Discussant, New York City February 2017

American Economics Association Annual Meeting, "Pitfalls of Forensic Economic Analysis: Employment", San Francisco, California, January 3, 2016

Eastern Economics Association Conference, "Extending the Econometric Model of Worklife Expectancy", New York, New York, February 27, 2015

Employment Law CLE, "What is wrong with this paycheck? Investigating allegations of FSLA and wage and hour violations using payroll, time and personnel records", San Francisco, California, March 6, 2014

Employment Law CLE, "What is wrong with this paycheck? Investigating allegations of FSLA and wage and hour violations using payroll, time and personnel records", Oakland, California, March 5, 2014

Employment Law CLE, "What is wrong with this paycheck? Investigating allegations of FSLA and wage and hour violations using payroll, time and personnel records", Century City, California, January 30, 2014

Fulbright & Jaworski LLP, "Use of Economic Experts in Employment Litigation", Houston, Texas, April 18, 2013

Southern Economic Association Conference, "Economic Damage Valuations in South Africa", New Orleans, Louisiana, November 17, 2012



Houston Bar Association, Employment Section "Back Pay and Front Pay Calculations in Employment Termination", Houston, Texas, March 12, 2012

Allied Social Science Association Conference, Forensic Economics II "Household Services Production in Mexico", Chicago, Illinois, January 7, 2012

Texas Labor & Employee Relations Consortium hosted by CenterPoint Energy, "Employee Labor Unions and EEO Compliance", Houston, Texas, June 9, 2011

Allied Social Science Association Conference, "Using Economic, Statistical and Time Clock Evidence in Wage and Hour and Employment Lawsuits", Chicago, Illinois, April 2011

Employment Law CLE, "Using Economic, Statistical and Time Clock Evidence in Wage and Hour and Employment Lawsuits", San Francisco, California, March 4, 2011

Southern Economic Association Conference, "Calculating Economic Damages for Previously Incarcerated Individuals", Atlanta, Georgia, November 21, 2010

Employment Law CLE, "Using Economic, Statistical and Time Clock Evidence in Wage and Hour and Employment Lawsuits", Houston, Texas, October 21, 2010

Dallas Bar Association's Friday Clinic, "Valuing Economic Damages in Injury, Wrongful Death and Employment Cases", Dallas, Texas, September 10, 2010

American Association of Justice Annual Convention, "Evaluating Damages for the Incarcerated", Vancouver, Canada, July 2010

Academy of Economics and Finance, 37th Annual Meetings, "Valuing Employee Stock Options in a Breach of Contract Case", Houston, Texas, February 2010

American Economic Association Meetings, "Valuing Employee Stock Options in a Breach of Contract Case", Atlanta, Georgia, January 2010



Capital Area Paralegal Association CLE, "Valuing Economic Damages in Injury, Wrongful Death and Employment Cases", Austin, Texas, October 28, 2009

UT CLE, The 15th Annual Labor and Employment Law Conference, Austin, Texas, May 29 - 30, 2008



Writing and Publications

(Updated September 1, 2020)

"Big Data Analytics in U.S. Courts: Uses, Challenges, and Implications", Palgrave Pivot Publishing, December 2019

"Statistical Analysis of Employment Data in Discrimination Lawsuits and EEO Audits: A statistical guide for attorneys, human resource professionals and EEO compliance personnel", Econometrics Publishing, February 2010

"Back Pay and Front Pay Calculations in Employment Termination Cases: Accounting for re-employment and mitigation efforts" (Joint with Stephanie Botello, Ph.D.), 2008, available at Social Science Research Network

"Economic Damages Primer for Attorneys: The building blocks for valuing economic damages in personal injury, wrongful death, medical malpractice, and products liability cases", (Joint with Charles Mahla, Ph.D., Michael Sadler, Ph.D., Chad Shirley, Ph.D., Doug Berg, Ph.D., et al.), Econ One Research, Inc., September 2007

"How Long do Mexican Migrants Work in the U.S.?" (Joint with Amy Raub and Jeannie Elliott), Journal of Forensic Economics, Volume XIX No. 2

"Evaluating the Statistical and Economic Significance of Statistical Evidence in Employment Discrimination Cases, Expert Evidence Report", The Bureau of National Affairs, Inc., Vol. 5, No. 5; p. 117-119; March 7, 2005 and March 23, 2005

"Racial Differences in Interest Rates", Midwestern Business and Economic Review, p. 9 – 24, Number 34, Fall 2004

"Lies, Damn Lies, and Statistics: A View from a Statistical Expert", Texas State Bar Advanced Employment Law CLE Chapter 13.1, 2003

"Evaluating Statistical Evidence in Employment Discrimination Cases", Expert Evidence



Report, Bureau of National Affairs, p. 117-119.

"An Examination of Consent Searches and Contraband Hit Rates at Texas Traffic Stops", (Co-Authored) Technical Report Prepared for NAACP, LULAC, and Texas Criminal Justice Reform Coalition 2005

"Racial Profiling: Texas Traffic Stops and Searches; A first look at the nation's most comprehensive racial profiling dataset", (Co-Authored) Technical Report Prepared for NAACP, LULAC, and Texas Criminal Justice Reform Coalition, 2004

"Re-Zoning Austin's West Campus: A Unique Opportunity for Smart Growth", Technical Report Prepared for the University Area Partners, 2004

"Drug Treatment Programs and Cost Savings in the Texas State Criminal Justice System", Technical Report Prepared for Justice Policy Institute and NAACP Voter Fund, 2003

"A Statistical Methodology to Help Courts Select Racially Balanced Texas Juries", Technical Report Prepared for the NAACP, 2003

"A Re-examination of Police Racial Profiling Using the Becker Model of Discrimination", co-authors Doug Berg and John Maroney, Working paper, 2002

"A Fixed-Effects Discrete Choice Model of Racial Profiling in Police Vehicle Searches", Working Paper, 2002

"A Preliminary Examination of Racial Profiling in Texas: A look at Police Search Rates in Texas", (Co-Authored), Technical Report Prepared for the NAACP, 2000

"A Note: Bootstrap Standard Errors and Confidence Intervals for Weak Axiom of Cost Minimization (WACM) Based Managerial Efficiency Estimates", Published Applied Economics Letters V.2., 1998

"Bank Mergers and Cost Efficiency", Ph.D. Dissertation, University of Iowa, 1995



"Racial Differences in Interest Rates: A Cluster Analysis Approach", Co-authors Doug Berg and Donald Bumpass (SHSU) (2002), Paper accepted for presentation at Economics and Finance Association, February 2003 meeting in Savannah, Georgia.



Expert Witness Testimony

(updated June 7, 2021)

Kristal Nucci and Kelly Shaw, individually and on behalf of all others similarly situated and the California Labor & Workforce Development Agency, and ANA Goswick, individually and on behalf of all others similarly situated v. Rite Aid Corporation, Thrifty Payless, Inc. and Does 1-10, inclusive, United States District Court Northern District of California; deposition testimony, June 2021.

Gabriela Balderas, Individually, and as Personal Representative of the Estate of Damian Salinas, Deceased and as Next Friend of Angel Salinas and Brandon Salinas, Minors v. Manuel Bugarin D/B/A MB Brokers and Sanderson Farms, Inc., In The District Court of McLennan County, Texas 170th Judicial District; deposition testimony, April 2021.

David Heller v. Uber Technologies Inc., Uber Canada, Inc., Uber B.V., Rasier Operations B.V., and Uber Portier B.V., In the Ontario Superior Court of Justice, Canada; deposition testimony, April 2021.

Thomas Devenport v. Champion Cooler Corporation, In the District Court of Grayson County, Texas 397th Judicial District; trial testimony, March 2021.

Eric Ayala and Adrian Aviles, on behalf of themselves and all others similarly situated v. UPS Supply Chain Solutions, Inc., a Delaware corporation; UPS Supply Chain Solutions General Services, Inc., a Delaware corporation; and Does 1-10, inclusive, In the United States District Court, Central District Of California; deposition testimony, February 2021.

Kamelia Dianati v. Baton Holding, LLC F/K/A Bankrate, Inc., and Samuel Bagot, In the District Court of 345th Judicial District Travis County, Texas; deposition testimony, December 2020. Cause No. D-1-GN-19-001710

Sephora Wage and Hour Cases, In the Superior Court of California for the County of San Francisco; deposition testimony, July 2020. Case No. CJC-16-004911



Arden Rutta, individually and as Executrix of the estate of James Rutta, deceased, and Christi Young, individually and as wrongful death beneficiary of James Rutta v. J-W Power Company, Jamex Inc. and Texline Energy, LLC, In the District Court of Dallas County, TX 192nd Judicial District; deposition testimony, March 2020. Cause No. DC-18-00205

Ronnie Villaneueva v. Juan Fernandez, Roberto Verduzco, and the Cincinnati Insurance Company, In the District Court of Maverick County, Texas 293rd Judicial District; trial testimony, January 2020. Cause No. 18-10-36490-MCV

James Meek v. Equinor US Operations LLC, successor in interest to Statoil Gulf Services LLC, In the District Court of Harris County, Texas 269th Judicial District; deposition testimony, October 2019. Cause No. 2018-35054

Allison Spruill v. Daniel Fortes, M.D., Cardiothoracic and Vascular Surgeons, P.A., John Williams, M.D., and Austin Radiological Associates, In the District Court of Travis County, Texas 261st Judicial District; deposition testimony, September 2019. Cause No. D-1-GN-17-001349

John David Donahey III v. Progressive County Mutual Insurance Company and Federal Insurance Company, In the District Court of Travis County, Texas 459th Judicial District; deposition testimony, September 2019. Cause No. D-1-GN-17-006093

Juan Ramiro Perez v. Communities In Schools, In the District Court of Cameron County, Texas 107th Judicial District; trial testimony, September 2019. Cause No. 2018-DCL-03830

United States of America v. City of Houston, United States District Court for the Southern District of Texas Houston Division; deposition testimony, July 2019. Civil Action No. 4:18-cv-00644

Nicole Perkins and Thomas Perkins, Individuals, and Anastasia Perkins, a minor who sues by and through her Parents and Next Friends, Nicole Perkins and Thomas Perkins v. James Allen Newton, M.D., An Individual; Lynn Keith Whittington, M.D., an Individual;



Alabama Neonatal Medicine, P.C., a Corporation, et al., In the Circuit Court for Montgomery County, Alabama; deposition testimony, July 2019. Civil Action No. 201899342

Jonathan Langley v. International Business Machines Corporation, United States District Court for the Western District of Texas; deposition testimony, July 2019. Civil Action No. 1-18-cv-443

Debra Deluna, Individually and as Personal Representative of the Estate of Joseph Deluna, Deceased; and Ashton Thorn, as Legal Guardian of Tena Aubrey Deluna, minor v. Espinoza Stone, Inc., Espinoza Stone, Inc. DBA ESI Trucking, Jose J. Espinoza, Gabriel Hernandez and John and Jane Does 1-10, District Court of Williamson County, Texas 425th Judicial District; deposition testimony, June 2019. Cause No. 17-1249-C425

Doug Boram and Monica Boram, Individually and As Next Friends of Bryce Boram, a minor v. Tara A. Mills, MD, Renaissance Women's Group P.A., and St. David's Healthcare Partnership, L.P., LLP, d/b/a St. David's North Austin Medical Center, 98th Judicial District Court of Travis County, Texas; deposition testimony, May 2019. Cause No. D-1-GN-12-001699

Michael Gomez and Nora Gomez v. David A. Nation, M.D., and Cardiothoracic and Vascular Surgeons, P.A., District Court Travis County, Texas 200th Judicial District; deposition testimony, April 2019. Cause No. D-1-GN-18-001895

Karen Miniex v. Houston Housing Authority, United States District Court for the Southern District of Texas Houston Division; trial testimony, March 2019. Civil Action No. 4:17-CV-00624

Estela Ruiz, individually and on Behalf of All Other Similarly Situated Employees of Defendants v. Jack in the Box, Inc; Yadav Enterprises, Inc. (fka JIB Management, Inc.); Parivar, Inc.; Akkam, Inc.; Amanat, Inc.; Anil Yadav; Av, Inc.; Nor-Cal Venture Group, Inc.; Resham, Inc.; Reshiv, Inc.; Vanil, Inc.; Vanmel, Inc.; Vansh, Inc.; Varris management, Inc.; Yadav, Inc.; and Does 14 through 100, inclusive, Superior Court of the State of California In and For the County of Alameda; deposition testimony, February 2019. Case No. RG16807477



Marisa Rangel And Jerrod Jeter, Sr., individually and as Parents and Next Friends of Jerrod Jeter-Gilmon, Jr., a Minor v. Jenifer Kowalik, M.D., Jenifer Kowalik, MD PA, Jenifer Kowalik, MD PA D/B/A Centex Family and ObGyn Associates, and Central Texas Medical Center Inc, District Court of Hays County, Texas, 428th Judicial District; deposition testimony, January 2019. Cause No. 15-1154

Tracy Chen and Matthew Lucadano, as Aggrieved Employees v. Morgan Stanley Smith Barney, LLC, and Does 1 through 20, inclusive; Superior Court of California County of Orange; deposition testimony, January 2019. Case No. 30-2014-00724866-CU-OE-CXC.

Kimberly Hudson, and Thomas Earl Jackson, Jr., as Temporary Guardians of Kendrick Jackson, an Incapacitated Person v. Canadian National Railway Company; Mississippi Export Railroad; Illinois Central Railroad Company; Illinois Central Corporation; Grand Trunk Corporation, David W. Myers; and Diamante Jamarcus Lockhard; United States District Court for the Southern District of Alabama Southern Division; deposition testimony, October 2018. Action No. CV-2017-091162.00.

Donald Clynes v. City of Brownsville; District Court 107th Judicial District Cameron County, Texas; deposition testimony, August 2018. Cause No. 2017-DCL-07638.

Michael Chatterton v. Beelman Ready Mix, Inc.; Circuit Court of the Twentieth Judicial Circuit St. Clair County, Illinois; trial testimony, August 2018. Cause No. 14-L-221.

Latoya Brown; Lawrence Blackmon; Herbert Anthony Green; Khadafy Manning; Quinnetta Manning; Marvin Mcfield; Nicholas Singleton; Steven Smith; Bessie Thomas; and Betty Jean Williams Tucker, individually and on behalf of a class of all others similarly situated v. Madison County, Mississippi; Sheriff Randall S. Tucker, in his Official capacity; and Madison County Sheriff's Deputies John Does #1 through #6, in their Individual capacities; United States District Court Southern District of Mississippi Northern Division; deposition testimony, June 2018. Civil Action No. 3:17-cv-347WHB-LRA.

Michael Chatterton v. Beelman Ready Mix, Inc.; Circuit Court of the Twentieth Judicial



Circuit St. Clair County, Illinois; deposition testimony, June 2018. Cause No. 14-L-221.

U.S. Equal Employment Opportunity Commission v. JC Wings Enterprises, LLC, JC Wings, LTD, JG Investments Enterprises, LLC, JG Investments, LTD, CK1 Enterprises, LLC, and Ten Lbs, LTD d/b/a Bayou City Wings, In the United States District Court Southern District of Texas Houston Division, deposition testimony, June 2018. Civil Act No. 4:16-CV-03245.

William M. Parrish and Margaret Parrish v. Ean Holdings, LLC and Andrea Valverde, In the District Court Travis County, Texas 200th Judicial District, trial testimony, June 2018. Cause No: D-1-GN-17-000413.

William M. Parrish and Margaret Parrish v. Ean Holdings, LLC and Andrea Valverde, In the District Court Travis County, Texas 200th Judicial District, deposition testimony, May 2018. Cause No: D-1-GN-17-000413.

Cora Greene v. Kempner Water Supply Corporation, In the District Court 27th Judicial District Lampasas County, Texas, deposition testimony, May 2018. Cause No. 20315.

Zulema Perez San Miguel, Individually; as Independent Administrator of the Estate of Kevin Daniel San Miguel Lopez; and as Next Friend of Julissa San Miguel; Kevin San Miguel, Jr; and Noah San Miguel v. Clean Scapes Management Company, LLC; Goodwill Temporary Services, Inc., d/b/a Goodwill Staffing Group, Inc., Bae Systems information and Electronic Systems Integration, Inc., and Scag Power Equipment, Inc., In the District Court of Travis County Texas 53rd Judicial District, deposition testimony, April 2018. Cause No. D-1-GN-16-005140.

Estate of Jordan Baker, by and through administrator, Janet Baker v. Juventino Castro, The City of Houston, RPI Management Company, LLC, and RPI Interests I, LTD, In the United States District Court Southern District of Texas Houston Division, deposition testimony February 2018. Cause No. 4:15-cv-3405.



Balapuwaduge Mendis, on his own behalf and on behalf of all others similarly situated v. Schneider National Carriers, Inc., a Nevada Corporation, United States District Court Western District of Washington, deposition testimony February 2018. Cause No. 2:15-cv-00144-JCC.

Richard Patton v. Houston Independent School District, In the District Court of Harris County, Texas 295th Judicial District, deposition testimony January 2018. Cause No. 2016-51917.

Mandy Thompson and Kevin Torrez, individually and as next friends and representatives of Ayden Torrez, a minor v. St. David's Healthcare Partnership, L.P., LLP, d/b/a St. David's Medical Center; Jeff E. Hagen, M.D.; Jeff E. Hagen, M.D., P.A., d/b/a Austin OBGYN; and Maria E. Gutierrez, RNC, NP, MSN, In the District Court Travis County, Texas 353rd Judicial District, deposition testimony January 2018. Cause No. D-1-GN-14-005096.

Jose Luis Alcantar, on behalf of himself and all others similarly situated v. Hobart Service, Hobart Food Equipment Group, Itw Food Equipment Group, LLC, and Does 1 through 100, inclusive, United States District Court, Central District of California, deposition testimony December 2017. Cause No. 5:11-CV-1600-PSG (SPx).

Karen Cunningham, Individually, as Heir at Law, and as Representative of the Estate of Steven Cunningham, Deceased; Sami Staley; Beatrice Cunningham; Jonathan Vigil; Andrew Tkaczyk; Zachary Johnson; James Riley; Timothy Irons; Charles Billings; Nathan Wilden; Christopher Davis; and Armando Cardona; and Daniel Luppino v. Nikki Hoke, as Representative of the Estate of Gregory M. Hoke, Deceased; Bordur Studios Coach Leasing LLC; and Big Sexy Grey Bus LLC; and Nikki Hoke, Individually, as Representative of the Estate of Gregory M. Hoke, Deceased, and as Next Friend of E.H. and H.H., minor children of Gregory M. Hoke, Deborah Hoke, Individually, and Russel Hoke, Individually v. Bridgestone Americas Tire Operations, LLC, a foreign Company which is the successor to Bridgestone/Firestone North American Tire, LLC, In the District Court of Hudspeth County, Texas 394th Judicial District, deposition testimony November 2017. Cause No. CV-04569-394.



Jose F. Andino, individually and on behalf of himself and others similarly situated v. Kaiser Foundation Hospitals, a California Corporation, and Does 1 through 100, inclusive, Superior Court of the State of California For the County of Alameda, deposition testimony October 2017. Case No. RG11580548.

Jeffrey Fadness v. Charter Communications, Inc., In the District Court Travis County, Texas 261st Judicial District, deposition testimony October 2017. Cause No. D-1-GN-17-000119.

Paris Shoots, Jonathan Bell, Maxwell Turner, Tammy hope, Phillipp Ostrovsky, Brenda Brandt, Anissa Sanders, Najai McCutcheon, and Leticia Rodriguez, on behalf of themselves, the Proposed Rule 23 Classes and others similarly situated, v. IQOR Holdings, Inc., United States District Court District of Minnesota, deposition testimony August 2017. Case No. 0:15-cv-00563-SRN-SER.

Timothy K. Sargis and Dawn M. Sargis, Individually and as Next Friends of Madisyn Marie Loher, A Minor and as Personal representatives of the Estate of Michelle Loher, and Gary S. Loher, II v. HS Centex Trucking, LLC, Kevin Clay and USAA General Indemnity Company, In the District Court Coryell County, Texas 52nd Judicial District March 2017. Cause No. DC-16-44861.

Stacey Burkhart and Brandon Burkhart Individually and As Parents and Next Friends of Austin Burkhart, a Minor v. United Regional Health Care System, Inc. d/b/a United Regional Hospital, United Regional Hospital, Texoma Women's Clinic, P.A. d/b/a The Women's Center, and Lawrence Y.H. Young, M.D., In the District Court 78th Judicial District Wichita County, Texas November 2016. Cause No. 178046B.

Troy Slack, Jacob Grismer, Richard Erickson, Scott Praye, Gary H. Roberts, Robert P. Ullrich, Henry Ledesma, Timothy Helmick, Dennis Stuber, Eric Dublinkski, Sean P. Forney v. Swift Transportation Co., of Arizona, LLC., United States District Court Western District of Washington at Tacoma, deposition testimony November 2016. Case No. 3:11-cv-05843-BHS.

Richard Trusz v. UBS Realty Investors LLC and UBS AG, United States District Court District of Connecticut, deposition testimony September 2016. Civil Action No. 3:09-CV-268 (DJS).



Amy L. Schneider and Janet E. Breneman, individually and on behalf of others similarly situated, v. Union Hospital, Inc., United States District Court Southern District of Indiana Terre Haute Division, deposition testimony June 2016. Case No. 2:15-cv-204-JMS-DKL.

Corey Khansari, Debra Khansari and Michael Khansari v. The City of Houston, Chief of Police Charles A. McClelland, Jr., Officer William E. Rutherford, Officer Candace M. Bradshaw Vaughn, Officer Jillian McGowan, Officer Maria Hernandez, Officer Sean Hunter, Officer Jorge Luis Herrera, and Officer Walter Gaw, United States District Court Southern District of Texas Houston Division, trial testimony April 2016. Civil Action No. 4:13-CV-02722.

Donald and Mary Trichel, individually and as Next Friends of Nicholas Trichel v. Union Pacific Railroad Company and Jeremy Ray Hampton, In the District Court of Harris County, Texas 125th Judicial District, deposition testimony April 2016. Cause No. 2014-23177.

Virginia Nester and Robert Scott Nester, Individually and As Next Friends of C.N. and S.N., Minors v. Textron, Inc. d/b/a E-Z-GO United Rentals, Inc. f/k/a RSC Holdings, Inc. and/or RSC Equipment Rental, In the United States District Court for the Western District of Texas Austin Division, trial testimony March 2016. Case No. 1:13-CV-000920-LY.

Chris Elliott O/B/O Himself and O/B/O All Other Similarly Situated, v. Schlumberger Technology Corporation and Schlumberger Limited (Schlumberger N.V.), United States District Court for the District of North Dakota Southeastern Division, deposition testimony March 2016. Civil Action No. 3:13-cv-00079.

United States of America, ex rel. Louis Scutellaro v. Capitol Supply, Inc., United States District Court District of Columbia, deposition testimony February 2016. Civil Action No. 10-cv-1094 (BAH).

Monica Hague v. University of Texas Health Science Center at San Antonio, In the United States District Court for the Western District of Texas San Antonio Division, trial testimony January 2016. Civil Action No. SA-11-CA-1101-OG.



Arleen Delaronde v. Legend Classic Homes, Ltd., Bella Vista C.M.I., Ltd., In the United States District Court for the Southern District of Texas Houston Division, trial testimony December 2015. Civil Action No. 4:14-cv-1578.

Genoveva Guzman and Abel Ochoa, Individually and as Parents and Next Friend of Maria Guadalupe Ochoa v. Tenet Healthcare Corporation, Hughan Frederick, M.D., Isis Obstetrics & Gynecology, LLC, A. Ellery, RN, North Fulton Hospitalist Group, LLC D/B/A North Fulton Regional Hospital A/K/A Tenet North Fulton Hospital, and John Does 1-10, In the State Court of Fulton County, State of Georgia, deposition testimony September 2015. Civil Action No. 13EV018499E.

Jose Arellano and Juan Montoya, individually, and on behalf of all others similarly situated v. Container Connection of Southern California, Inc., a California Corporation; and Does 1 through 100, Superior Court of the State of California for the County of Los Angeles, deposition testimony September 2015. Case No. BC500675.

Monica Hague v. University of Texas Health Science Center at San Antonio, In the United States District Court for the Western District of Texas San Antonio Division, deposition testimony August 2015. Civil Action No. SA-11-CA-1101-OG.

Jesus Holguin, Individually and o/b/o The Estate of Maria E. Holguin, Deceased, Estevan A. Gonzales, Jesus Ramon Holguin and Kassandra M. Holguin, Minor Children v. Baptist St. Anthony Health System, In the District Court of Potter County, Texas, deposition testimony July 2015. Case No. 101,910-D.

Fred Devries, Ruby Teich, Janine Natoli, Rafael Santiago, Mark Malter, Adam Schwartz, individually and on behalf all others similarly situated v. Morgan Stanley & Co. LLC, f/k/a Morgan Stanley & Co. Incorporated, Morgan Stanley Smith Barney LLC, and Morgan Stanley, In the United States District Court for the Southern District of Florida, deposition testimony July 2015. Case No. 9:12-cv-81223-KAM

Mark Virant v. Encana Oil & Gas (USA), Inc. and Eric Marsh, Individually, In the District Court of Tarrant County, Texas 153 Judicial District, deposition testimony July 2015. Case No. 153-266960-13.



Virginia Nester and Robert Scott Nester, Individually and As Next Friends of C.N. and S.N., Minors v. Textron, Inc. d/b/a E-Z-Go, United Rentals, Inc. f/k/a RSC Holdings, Inc. and/or RSC Holdings, Inc. and/or RSC Equipment Rental, In the United States District Court for the western District of Texas Austin Division, deposition testimony June 2015. Case No. 1:13-CV-000920-LY.

Lisa Rindfleisch, Tiffany Melendez, Michelle Gentile, Laurie Baker and Christina Nelmes, on behalf of themselves and other similarly situated, v. Gentiva Health Services, Inc., In the United States District Court for the Eastern District of New York, deposition testimony June 2015. Civil Action No. 1:10-CV-3288-SCJ.

Karen Oubre, Individually and o/b/o The Estate of Larry Oubre, Deceased v. Kyle Mezger, M.D.; Christopher Thu, M.D.; and Capitol Anesthesiology Association, In the District Court of Travis County, Texas 126th Judicial District, Texas deposition testimony May 2015. Cause No. D-1-GN-14-000383.

Weird Times, LLC v. Sharon Ma and Doug Ma, In the District Court 353rd Judicial District Travis County, Texas, trial testimony March 2015. Cause No. D-1-GN-12-001076.

Armida Rodriguez and Chea Hill, individually, and on behalf of all other similarly situated and on behalf of the general public, v. Burlington Coat Factory Warehouse Corporation, a New Jersey Corporation; Burlington Coat Factory of California LLC, a California Limited Liability Company; and Does 1 through 50, inclusive, United States District Court - Central District of California, deposition testimony February 2015. Case No. 2:13-cv-02426-DDP-RZ.

Guang Tian, Yan Nie, Jing Jian Wu, Zhen Sheng Yin, Tie Quan Ma, as individuals, and Ming Fang Tie, Yu Hong Chang, Yi Wu, Bao Jie Zhang, Chao Hui Liu, on Behalf of Themselves and all others similarly situated, and Christopher Cavaliere and Steven Lee, on behalf of themselves and as PAGA representatives v. Ma Laboratories, Inc., Abraham C. Ma, also known as Chih



Keng Ma, and Christine Rao, also known as Ruiting C. Rao, Superior Court of the State of California County of Santa Clara Unlimited Jurisdiction, deposition testimony January 2015. Case No. 1-11-CV-195373.

Uzoamaka Enezuagu; Yoseph Awlachew; Kiflom Birhane; Desalgne Zema; Simon Gebrekiros; Jacqueline Jackson; Abebech Kassie; Abdou Ouedraogo; Raquel Pryce-King; Ephrem Tessema; Yonas Woldemicael; Shamara Wright; Helen Zegeye; Alemayehu Zeleke; Jekeia Sledge; Ann-Marie Glanville; Alex Garrett; Sara Kebeta; Getnet Retta; Emmanuel Vincent; Tatek Zema v. Board of Trustees of the University and Does 1 through 10 inclusive, Superior Court of the District of Columbia Civil Division, deposition testimony November 2014. Case No. 2013-CA-2219-B.

Sergio Gutierrez, an individual; Hector Salazar, an individual, both individually on behalf of themselves and on behalf of all other similarly situated current and former employees of Defendant Commerce Casino v. California Commerce Club, Inc. doing business as Commerce Casino, and Does 1 through 50, inclusive, Superior Court of the State of California for the County of Los Angeles, deposition testimony November 2014. Case No. BC360704.

Yvette Anderson, et al., v. County of Ventura; and Does 1-10, inclusive, United States District Court, Central District of California, deposition testimony July 2014. Case No. CV13-03517-STO (VBKx).

Jesus Castro Romo v. The United States of America, United States District Court, District of Arizona, trial testimony July 2014. Case No. CV12-0041-RCC.

Ngan Huynh and Tuan M. Nguyen Individually and As Parents, Legal Guardians and Next Friends of Jonathan Nguyen, A Minor v. St. David's Healthcare Partnership, L.P.; LLP Individually and d/b/a St. David's North Austin Medical Center a/k/a North Austin Medical Center; Round Rock Hospital, Inc.; St. David's Foundation p/k/a St. David's Health Care System, Inc.; Renaissance Women's Group, P.A.; Tara A. Mills, M.D.; Devin M. Garza, M.D.; Kristen Barkow a/k/a Kristen Calnan, NP, In the District Court Travis County, Texas, 200th Judicial District, deposition testimony July 2014. Cause No. D-1-GN-11-002142.

Veronica Ochoa Valenzuela and Cesar De Viana, husband and wife v. Ford Motor Company, a Foreign Corporation, In the United States District Court for the District of Arizona, trial testimony May 2014. Case No. 15-16388.



Johnson, et al v. York Claims Service, Inc., Superior Court of the State of California in and for the County of Sacramento, trial testimony May 2014. Case No. 34-2008-00008447-CU-OE-GDS.

Michael Mercieca v. Tracey Rummel, and Microsoft Corporation, In the District Court 353rd Judicial District Travis County, Texas, trial testimony May 2014. Cause No. D-1-GN-11-001030.

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Yadira Hernandez v. R.E.S.A., Inc., d/b/a Keller Williams Realty and Carolina Salcedo Cuevas, In the District Court 131st Judicial District, Bexar County, Texas, trial testimony April 2014. Cause No. 2011-CI-05812.

Charles E. Amos, II v. Plan Administrator of Orion Healthcorp, Inc., Employee Benefit Plans, Orion Healthcorp, Inc., Employee Benefit Plans, Orion Healthcorp, Inc., RMI Physician Services Corporation, Chi T. "Cindy" Luu, Kimberly Singleton, RMI Physician Services Corporation Employee Benefit Plans, Plan Administrator of RMI Physician Services Corporation Employee Benefit Plans, In the United States District Court for the Southern District of Texas Houston Division, deposition testimony April 2014. Case No. 4:11-CV-04623.

Gerald Bramlett, v. Dimensional Investment LLC before the American Arbitration Association, Austin, Texas, arbitration testimony February 2014. Case No. 70-160-202-13.

Gerald Bramlett, v. Dimensional Investment LLC before the American Arbitration Association, Austin, Texas, deposition testimony December 2013. Case No. 70-160-202-13.



Renee M. Hawkins, Individually and on behalf of others similarly situated v. Alorica, Incorporated, United States District Court for the Southern District of Indiana Terre Haute Division, deposition testimony December 2013. Case No. 2:11-cv-0283 JMS-WGH.

Jodi Soukup, Individually, and as Parent, Legal Guardian and Next Friend of Ryan Burford, A Minor v. Methodist Healthcare Ministries of South Texas, Inc. d/b/a Southwest Texas Methodist Hospital, and/or d/b/a or a/k/a/ Methodist Hospital; Columbia/HCA Healthcare Corporation of Central Texas; Methodist Healthcare Ministries of South Texas Inc.; Patricia K. Brougher, M.D. and Patricia K. Brougher, M.D., P.A., In the District Court 45th Judicial District Bexar County, Texas, deposition testimony December 2013. Cause No. 2010CI17368.

Ben Deason v. Jennifer Newsom, in the 145th District Court in and for the County of Nacogdoches County, Texas, deposition testimony October 2013

Tracy Windrum, Individually, as representative of the Estate of Lancer Windrum, and on behalf of her minor children Bethany Windrum, Jacob Windrum, and Holly Windrum v. Victor Kareh, M.D., Harpaul Gill, M.D., North Cypress Medical Center, North Cypress Medical Center Operating Company, GP, LLC, North Cypress Medical Center Operating Company, LTD and Coresource, Inc., In the District Court of Harris County, Texas, 133rd Judicial District, trial testimony October 2013

Victoria "Anna" Janssen v. O'Reilly Automotive Stores, Inc., In the United States District Court for the Northern District of Texas Wichita Falls Division, Wichita Falls, Texas, trial testimony September 2013

Denise K. Aguilar v. St. David's Healthcare Partnership, LP, LLC d/b/a South Austin Medical Center, American Arbitration Association, Austin, Texas, deposition testimony August 2013

Deann Hojnacki v. Trisun Healthcare, LLC, Arbitration Austin, Texas, deposition testimony August 2013



Yadira Hernandez v. R.E.S.A., Inc., D/B/A Keller Williams Realty and Carolina Salcedo Cuevas, In the District Court 131st Judicial District, Bexar County, Texas, deposition testimony May 2013

Y. Hoang Do, M.D. v. Texas Health and Human Services Commission, Office of Inspector General, Before the Health and Human Services Commission Appeals Division, Travis County, Texas, trial testimony May 2013

David Meyer, Individually and o/b/o The Estate of Doreen Rae Meyer, Deceased, Sunny Ruud, Brandy Cebula, and Jon Novitsky o/b/o Krystin Novitsky, Minor Child v. Stephen Bodi, P.A. and M.D.'s Cyber Clinic, P.A. D/B/A Northwest Diagnostic Clinic, In the District Court of Williamson County, Texas 368th Judicial District, deposition testimony March 2013

Instant Technology, LLC, an Illinois Limited Liability Company, v. Elizabeth Defazio, Laura Rehn, Megan Marker, Bethany Meek, Erin Bauer, Joel Katz, Andrea Katz, individuals and Connect Search, LLC, a Delaware Limited Liability Company, In the United States District Court for the Northern District of Illinois, Eastern Division, deposition testimony January 2013

United Biologics, LLC, D/B/A United Allergy Labs & Nicolas Hollis v. Texas Allergy, Asthma and Immunology Society; Stuart L. Abramson, MD, PHD; Wesley W. Stafford, MD; Theodore M. Freeman, MD; William R. McKenna, MD and Michael P. Vaughn, MD, PHD, In the District Court of Travis County, Texas 353rd Judicial District, deposition testimony January 2013

Lisa Rindfleisch, Tiffany Melendez, Michelle Gentile, Laurie Baker and Christina Nelmes, on behalf of themselves and others similarly situated, v. Gentiva Health Services, Inc., In the United States District Court Northern District of Georgia Atlanta Division, deposition testimony January 2013

Jose Luis Alcantar, on behalf of himself and all others similarly situated v. Hobart Service, et al., United States District Court for the Western District of Texas, deposition testimony January 2013

Certain Underwriters at Lloyd's London and Professional Liability Insurance Services, Inc. v. IMA of Kansas, Inc., In the District Court of Travis County, Texas 353rd Judicial District, trial testimony



Equal Employment Opportunity Commission v. Valero Refining – Texas LP, In the United State District Court for the Southern District of Texas Galveston Division, deposition testimony October 2012

United Biologics, LLC, Formerly d/b/a United Allergy Services, Formerly d/b/a United Allergy Labs & Nicolas Hollis v. Texas Allergy, Asthma and Immunology Society; Stuart L. Abramson, MD, PHD; Wesley W. Stafford, MD; Theodore M. Freeman, MD; William R. McKenna, MD, and Michael P. Vaughn, MD, PHD., In the District Court of Travis County, Texas 353rd Judicial District, deposition testimony October 2012

Y. Hoang Do, M.D. v. Texas Health and Human Services Commission, Office of Inspector General, before the Health and Human Services Commission Appeals Division, Texas, deposition testimony October 2012

Xochitl Segovia, v. Williams Brothers Construction Company, Inc., In the District Court of Harris County, Texas 333 Judicial District, trial testimony August 2012

ADP, Inc., a Delaware Corporation v. National Merchant Alliance, LLC, a Nevada Limited Liability Company, United States District Court for the Western District of Texas, deposition testimony June 2012

Dustin R. Thompson, v. J4 Development, LP, In the District Court of Travis County, Texas 200th Judicial District, deposition testimony June 2012

Certain Underwriters at Lloyd's London and Professional Liability Insurance Services, Inc. v. IMA of Kansas, Inc., In the District Court of Travis County, Texas 353rd Judicial District, deposition testimony May 2012

James R. Irion, III and Veniece M. Irion v. Sunrise Senior Living Management, Inc., D/B/A Brighton Gardens of Austin; and Prime Care Seven, LLC D/B/A Brighton Gardens of Austin, United States District Court Western District of Texas Austin Division, deposition testimony May 2012



Elsa Ortega on behalf of S.L.O. and J.L.O. minors, et al v. United States of America, Jose Vicente Gaytan-Alcaya, et al, v. United States of America; Elsa Ortega and John Doe Ortega, Husband and Wife, In the United States District Court for the District of Arizona, deposition testimony April 2012

William Kierre v. Gerry Lawler, M.D. and Hendrick Anesthesia Network, In the District Court of Taylor County 104th Judicial District, trial testimony April 2012

Dawn Leamon, v. KBR, Inc.; et al, In the United States District Court for the Southern District of Texas Houston Division deposition, testimony April 2012

Wilson Industries, L.P., v. Select Energy Services, LLC; and Bell Supply, LLC; In the District Court of Ector County, Texas 244th Judicial District, deposition testimony March 2012

Debra Nicholas v. San Antonio Water System, In the District Court 57th Judicial District Bexar County, Texas, trial testimony March 2012

Lielonnie R. Lewis v. Save Mart Supermarkets and Does One through Fifty, inclusive, Superior Court of the State of California in and for the County of Alameda, deposition testimony February 2012

Flordeliza Escano, Marila P. Maximo, Joel T. Catublas, and Penny Burney, on behalf of themselves and behalf of all other similarly situated, v. Kindred Healthcare Operating, Inc., a Delaware Corporation, Kindred Healthcare, Inc., a Delaware Corporation, Specialty Hospitals of Southern California, a business form unknown, and Does 1 through 100, United States District Court Central District of California (Western Division – Los Angeles), deposition testimony February 2012



Anthony Stout, on behalf of himself and others similarly situated, v. Universal Ensco, Inc., United States District Court Southern District of Texas Houston Division, deposition testimony November 2011

Lashone Purnell, as an individual and on behalf of all employees similarly situated, v. Sunrise Senior Living Management, Inc., and Does 1 through 50, inclusive, United States District Court Central District of California Southern Division, deposition testimony August 2011

Jamie Leigh Jones v. Halliburton Company d/b/a KBR Kellogg Brown & Root (KBR); Kellogg Brown & Root Services, Inc.; Kellogg Brown & Root International Inc.; Kellogg Brown & Root, LLC; Kellogg Brown & Root, Inc.; Kellogg Brown & Root Inc.; Kellogg Brown & Root, S. de R.L.; Kellogg Brown & Root (KBR), Inc.; KBR Technical Services, Inc.; Overseas Administrative Services, Ltd.; Eric Iler, Charles Boartz; Several John Doe Rapists and the United States of America, In the United States District Court for the Southern District of Texas (Houston Division), trial testimony June 2011

Debbie Goodwill, Individually and on Behalf of the Estate of Larry Goodwill, Cody Goodwill, and Wendy Christian v. United Parcel Service, Inc., et al, In the U.S. District Court for The Western District of Texas Austin Division, trial testimony June 2011

Veronica Ochoa Valenzuela and Cesar De Viana, husband and wife v. Ford Motor Company, a Foreign Corporation, In the United States District Court for the District of Arizona, deposition testimony

Jamie Leigh Jones v. Halliburton Company d/b/a KBR Kellogg Brown & Root (KBR); Kellogg Brown & Root Services, Inc.; Kellogg Brown & Root International Inc.; Kellogg Brown & Root, LLC; Kellogg Brown & Root, Inc.; Kellogg Brown & Root Inc.; Kellogg Brown & Root, S. de R.L.; Kellogg Brown & Root (KBR), Inc.; KBR Technical Services, Inc.; Overseas Administrative Services, Ltd.; Eric Iler, Charles Boartz; Several John Doe Rapists and the United States of America, In the United States District Court for the Southern District of Texas (Houston Division), deposition testimony May 2011



Michael L. Collier, Ph.D. v. Texas Tech University and John Whitmore in his Official Capacity, In the District Court 99th Judicial District Lubbock County, Texas, trial testimony May 2011

Debbie Goodwill, Individually and on Behalf of the Estate of Larry Goodwill, Cody Goodwill, and Wendy Christian Plaintiffs, Cecelia Center, Individually and as Administrator of the Estate of George Reagan Center Intervenors, v. United Parcel Service, Inc., Tire Centers, LLC d/b/a TCI, and The Goodyear Tire & Rubber Company, In the United States District Court for the Western District of Texas Austin Division, deposition testimony March 2011

Albert Kevin Martin, A/K/A Kevin Martin v. City of San Antonio and Its Agent, San Antonio Water System, In the District Court 224th Judicial District, Bexar County, Texas, trial testimony February 2011

Delanie Ney, v. iProfile, LLC, Accord Human Resources, Inc. Virgo Capital Fund I, LP, Hemanth Parasuram, Guhan Swaminathan and Arun Prakash, Arbitration Cause No. 701600042810, Austin, Texas, arbitration testimony January 2011

State of Texas ex rel., Ven-A-Care of the Florida Keys, Inc. v. Alparma USPD f/k/a Barrenational, Inc., Purepac Pharmaceutical Co., Actavis Mid Atlantic LLC, Actavis Elizabeth LLC, Barr Pharmaceuticals, Inc., Barr Laboratories, Inc., Duramed Pharmaceuticals, Inc., Pliva, Inc. f/k/a Sidmak Laboratories, Inc., Odyssey Pharmaceuticals, Inc., PAR Pharmaceutical, Inc., PAR Pharmaceutical Companies, Inc., Watson Pharmaceuticals, Inc., Watson Pharma, Inc. f/k/a Schein Pharmaceutical, Inc., Rugby Laboratories, Inc., Oclassen Pharmaceuticals, Inc., Marsam Pharmaceuticals, Inc., and Andrx Pharmaceuticals, Inc., In the District Court of Travis County, Texas, 419th Judicial District, trial testimony, January 2011

Kevin Blackwell and Amber Blackwell, Individually and As Next Friend of K.B. and S.B., Minors v. Nissan Motor CO., LTD. And Nissan North America, Inc., In the United States District Court for the Eastern District of Texas Beaumont Division, deposition testimony January 2011



Nicholas Tableriou, Individually, and as Administrator of the Estate of Jane Tableriou, Deceased, Nicole Tableriou, and Brett Tableriou v. John Marsden, M.D., Marsden One GP, LLC, Marsden One, LTD., Marsden Management, LLC, and The American Institute of Gastric Banding, LTD., D/B/A True Results, In the District Court Travis County, Texas 261st Judicial District, deposition testimony October 2010

Prudence Adams v. Centex Freight Lines, LLC, In the District Court Travis County, Texas Judicial District, trial testimony October 2010

Jeanette Eberhart; Hamilton Beaux O'Keady-Elicock; Howard Hill; and Philip Marc Orlow v. Frye Claims Consultation and Administration, Inc. a California Corporation, In the Superior Court of the State of California, Alameda County, deposition testimony September 2010

Shaunetta Eddings, individually and on behalf of a class of similarly situation individuals, v. Health Net, Inc., In the United States District Court for the Central District of California, deposition testimony September 2010

Equal Employment Opportunity Commission and Connie Beseda, v. Zachry Industrial, Inc. (San Antonio) F/K/A Zachry Construction Corporation, (San Antonio), In the United States District Court for the Western District of Texas San Antonio Division, deposition testimony September 2010

Candice Warde Rodriguez, Individually and on Behalf of Benjamin Wallace Rodriguez, a Minor, v. The United States of America, In the United States District Court, Eastern District of New York, deposition testimony August 2010

Ronica R. Tabor on behalf of herself and all others similarly situated, Dacia S. Gray on behalf of herself and all others similarly situated, v. Hilti, Inc. a Domestic For Profit Business Corporation, and Hilti of America, Inc., a Foreign For Profit Business Corporation, In the United States District



Court for the Northern District of Oklahoma, deposition testimony August 2010

State of Texas ex rel., Ven-A-Care of the Florida Keys, Inc. v. Alpharma USPD f/k/a Barrenational, Inc., Purepac Pharmaceutical Co., Actavis Mid Atlantic LLC, Actavis Elizabeth LLC, Barr Pharmaceuticals, Inc., Barr Laboratories, Inc., Duramed Pharmaceuticals, Inc., Pliva, Inc. f/k/a Sidmak Laboratories, Inc., Odyssey Pharmaceuticals, Inc., PAR Pharmaceutical, Inc., PAR Pharmaceutical Companies, Inc., Watson Pharmaceuticals, Inc., Watson Pharma, Inc. f/k/a Schein Pharmaceutical, Inc., Rugby Laboratories, Inc., Oclassen Pharmaceuticals, Inc., Marsam Pharmaceuticals, Inc., and Andrx Pharmaceuticals, Inc., In the District Court of Travis County, Texas, 419th Judicial District, deposition testimony July 2010

Randall Barnett v. City of Austin, et al.; 353rd Judicial District Court, Travis County, Texas, hearing testimony May 2010

Lugo, et al., v. Farmers Pride, In the United States District Court for the District of Pennsylvania, deposition testimony May 2010

William Kierre v. Gary Lawler, M.D. and Hendrick Anesthesia Network, In the District Court, Taylor County, Texas, 104th Judicial District, deposition testimony April 2010

Ann Otsuka, an individual and on behalf of all others similarly situated; Janis Keefe, an individual; Corinne Phipps, and individual; Justin Kiser, an individual; and Renee Davis v. Polo Ralph Lauren Corporation; Polo Retail, LLC; Polo Ralph Lauren Corporation, doing Business in California as Polo Retail Corporation; and Fashions Outlet of America, Inc., United States District Court Northern District of California, trial testimony March 2010

Wai Chan, On behalf of herself and all others similarly situated v. Wells Fargo Financial, Inc., In the United States District Court for the Western District of Missouri, deposition testimony February 2010

Billy Petty, Edward Petty and Amanda Stewart v. Devesh Ramnath, M.D., In the District Court Administratively transferred to the 95th Judicial District Dallas County, Texas, deposition testimony February 2010



Luna v. Weddington, In the District Court of Harris County, Texas Judicial District 234, trial testimony January 2010

Ann Otsuka, an individual and on behalf of all others similarly situated; Janis Keefe, an individual; Corinne Phipps, and individual; Justin Kiser, an individual; and Renee Davis v. Polo Ralph Lauren Corporation; Polo Retail, LLC; Polo Ralph Lauren Corporation, doing Business in California as Polo Retail Corporation; and Fashions Outlet of America, Inc., United States District Court Northern District of California, deposition testimony December 2009

Mark Scherer, Doug Paslay and Hazel Bailey, individually, and on behalf of all other similarly situated v. Duke Energy Fossil-Hydro California Inc., a Delaware Corporation, and Wood Group Power Operations, Inc. A Nevada Corporation and Does 1 to 50, in the Superior Court of the State of California, County of Los Angeles, deposition testimony December 2009

Michael K. McLennan, v. Applied Materials, Inc., United States District Court Western District of Texas Austin Division, deposition testimony December 2009

Wilfredo Cruz, Matthew Allbee, Guadalupe Varela, Raul Torres, and Ken Joseph, individually and on behalf of a class of similarly situation persons, v. Unilock Chicago, Inc., an Illinois Corporation, In the Circuit Court of the Sixteenth Judicial District Kane County, Illinois, deposition testimony December 2009

Daniel Friedenbach, Individually and on behalf of all survivors of the Estate of Lorie Frazier Friedenbach, v. Gary A. Croll, in the District Court of Dallas County, Texas, 14th Judicial District, deposition testimony November 2009

Fermin Cortez, et al., v. Nebraska Beef, Inc., and Nebraska Beef, LTD., David Chuol, et al., v. Nebraska Beef, LTD., The United States District Court For The District of Nebraska, deposition testimony November 2009

Jeff Gebenus and Wesley Chong, individuals, on behalf of themselves and others similarly situated v. Rite Aid Corporation, a Delaware corporation, and Thrifty Payless, Inc., a California Corporation, in the Superior Court Of Washington For King County, deposition testimony

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 7, PART 2

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November 2009

Margaret A. Guerra v. San Antonio Water System; Pending in the 73rd Judicial District Court, Bexar County, Texas, deposition testimony September 2009

David and Esther Luna v. Lloyd Damon Weddington, M.D. and Diabetes Center of America, In The District Court Of Harris County, Texas, 234Th Judicial District, deposition testimony September 2009

Wilfredo Cruz, Matthew Albee, Guadalupe Varela And Raul Torres, Individually and on behalf of a class of similarly situated persons, v. Unilock Chicago, Inc., An Illinois Corporation, and Jonathon Harn, An Individual, In the Circuit Court Of Sixteenth Judicial District, Kane County, Illinois, deposition testimony September 2009

Kent Schmidt, v. KMS Retail-Ben White, LPKMS Retail Euless, LA, Kent Stainback, d/b/a The Stainback Organization, Pete Becerra, Jimmy Evans Company, Ltd., In The District Court, 345th Judicial District, Travis County, Texas, deposition testimony August 2009

Howard Hopkins et al, v. The First American Corporation And First American Real Estate Tax Service, In The United States District Court Of Texas, Fort Worth Division, deposition testimony July 2009

Westin Casuarina Las Vegas, Hotel, Casino & Spa v. The Coaching Center, LLC, Before The American Arbitration Association, Arbitration meeting June 2009

Billy Ray Tratree v. B.P. Pipelines, Inc., Kelley Gleason and Roy Bowden, in the United States District Court for the Southern District of Texas, deposition testimony June 2009

Kent Schmidt, v. KMS Retail-Ben White, LPKMS Retail Euless, LA, Kent Stainback, d/b/a The Stainback Organization, Pete Becerra, Jimmy Evans Company, Ltd., In The District Court, 345th Judicial District, Travis County, Texas, deposition testimony May 2009



Juan Manual Lopez-Verduzco, v. CTNA, et al Arizona Superior Court, County Of Maricopa, deposition testimony April 2009

James J. Byerlotzer v. Key Energy Services, Inc., In The District Court Of Harris County, Texas 55Th Judicial District, deposition testimony March 2009

David Liszt and Karen Liszt v. Richard B. Stovall, MD.; Luis Mignucci, MD., Individually and d/b/a Luis Mignucci, MD., P.A., and d/b/a NeuroSpine Surgical Consultants; and Medical Center of Plano; In the 219th District Court of Collin County, Texas, deposition testimony March 2009

Marie Popek, Individually and on Behalf of Those Similarly Situated, v. Allied Barton Security Services LLC, a Delaware Limited Liability Company; Allied Barton Security Services LP, a Delaware Limited Partnership; and Does 1 through 30, inclusive, Superior Court of the State of California for the County of San Francisco, CA., deposition testimony December 2008

Charles Heath Leiber v. IE Miller Service L.P., IE Miller-Fowler L.L.C., and Noah Charles Lawson, In the District Court 12th Judicial District of Grimes County, Texas, deposition testimony November 2008

Billy Ray Tratree v. B.P. Pipelines, Inc., Kelley Gleason and Roy Bowden, in the United States District Court for the Southern District of Texas, deposition testimony November 2008

Doris H. Gray, a married woman, v. Motorola, Inc., a Delaware Corporation, In the Superior Court in and for Maricopa County in the State of Arizona, deposition testimony November 2008

Fred Klecka v. Allstate Insurance Company and Kathleen Abed, In The District Court 37th Judicial District, Bexar County, Texas, trial testimony November 2008

Esteban Barron v. Larry Paul Hatter, Jr., And Estes Express Lines d/b/a Estes Express Lines, Inc., In The District Court, 146Th Judicial District, Bell County, Texas, deposition testimony October, 2008



UNIVAR USA, Inc., v. Stacey B. Blanton, In The District Court Harris County, Texas 61st Judicial District, deposition testimony August 2008

Pedro Gonzalez v. City Of San Antonio, Acting By And Through Its Agent, City Public Service Board d/b/a CPS Energy, In The District Court 225th Judicial District Bexar County, trial testimony, San Antonio, Texas August 2008

Charles Young v. Brand Scaffold Services, LLC, In the Eastern District Court for the Eastern District of Texas, Beaumont Division, deposition testimony June 2008.

Al Scott, Individually And As Administrator Of The Estate Of Dottie Scott, Deceased, And Susan Scott And Sherri Scott v. Sandip V.Mathur, M.D. and Abilene Regional Medical Center In The 42nd Judicial District Court of Taylor County Texas, deposition testimony April 2008

International Association Of Firefighters, LOCAL 629 AFL-CIO, et al v. City Of Monroe, in the United States District Court, Western District Of Louisiana, Monroe Division, deposition testimony March 2008

Jennifer Jarmon and, Cassius Jarmon, Individually and as Co-Administrators of the estate of Cassidy Jarmon, Deceased, and as Next Friends to Callie Jarmon, a minor child v. Delbert J. Davison, Old American County Mutual, Prine Towing and Recovery, Inc. COPART, Inc., and Daimler Chrysler Corporation, In the District Court, 412th Judicial District, Johnson County, Texas, deposition testimony February 2008

Veronica Ramirez Aguilar, Individually, as representative of the estate of Mario Islas Minero, and on behalf of all wrongful death beneficiaries v. Heart Employee Leasing, Inc. D/B/A and Heart HR, and S and D Plumbing- Taylor LLC, In the District Court of Travis County, Texas, 353rd Judicial District, deposition testimony January 2008

Rolando Garcia v. Design Werks, Inc., In the District Court of Travis County, 98th Judicial District, deposition testimony January 2008



Wilford Vogt, James P. Gauthier, and Humberto Reyna, Jr., for themselves and all others similarly-situated United States District Court, for the Northern District Of Texas Dallas, Dallas Division v. Texas Instruments Incorporated, deposition testimony November 2007

Randall Barnett, In The District Court, 353RD Judicial District v. City Of Austin, Powell Austin Properties, Ltd., Powell Holdings, Inc., Makota, Inc., and Alejandro Herrera, Travis County, Texas, deposition testimony November 2007

Cynthia S. Escamilla v. United Services Automobile Association, a Reciprocal, and Michael Barry, arbitration November 2007

Cynthia S. Escamilla v. United Services Automobile Association, a Reciprocal, and Michael Barry, deposition testimony October 2007

Jesus F. Diaz, Individually, as next friend of Marco A. Montoya and Racquel A. Diaz, minors and as dependent Co-Administrator of the Estate of Maria E. Diaz; James L. Caldwell, as dependent Co-Administrator of the Estate of Maria E. Diaz; Alejandro E. Diaz' and Isidora Gonzales v. General Motors Company, Autonation USA d/b/a Champion Chevrolet, H. E. Butt Grocery Company and Gilbert E. Delgado III in the Probate Court, Travis County Texas, deposition testimony August 2007

Angela Kay Warden, and husband, Brent Warden v. Wendell B. Ashby, MD, In The 108th District Court, Potter County, Texas, trial testimony May 2007

Angela Kay Warden, and husband, Brent Warden v. Wendell B. Ashby, MD, In The 108th District Court, Potter County, Texas, deposition testimony May 2007

William Montano and Doris Lucero v. Christmas By Krebs Corp., In The United States District Court For The District Of New Mexico, deposition testimony March 2007

Daniel J. Davis, III and Yvonne Davis v. Worthy Warnack, M.D., Britt T. Daniel, M.D. and Margaret Hollar, D.O.; In the District Court Dallas County, Texas 95th Judicial District, deposition



testimony February 2007

Julian James, Individually, Daphne Bates Harrison, et al. v. Harris County Sheriff's Department, et al, In the United States Court for the Southern District of Texas, Houston Division, trial testimony January 2007

Sheila K. Robinson, Plaintiff, in the District Court of Brazos County, Texas v. Texas A&M University, Defendant in the 85th Judicial District, College Station, Texas, trial testimony January 2007

Viridiana Mata, Individually and Alejandro Rodriguez Individually, and all on Behalf of Genoveva Rodriguez, a Minor v. Mission Hospital and Heather A. Daley, M.D. 370th Judicial District in the District Court of Hidalgo County, Texas, deposition testimony December 2006

Billy Ray Tratree v. B.P. Pipelines, Inc.; In the United States District Court for the Southern District of Texas Houston Division, trial testimony October 2006

Julian James, Individually; Daphne Bates Harrison, Individually, et al. v. Harris County Sheriff's Department and William Wilkinson; In the United States District Court for the Southern District of Texas Houston Division, deposition October 2006

Texas Health and Human Services Commission, Medicaid and other Health and Human Services Fraud and Abuse Program Integrity - Legal Action Relating to Dr. Turner Lewis, M.D., administrative hearing September 2006

Billy Ray Tratree v. B.P. Pipelines, Inc.; In the United States District Court for the Southern District of Texas Houston Division, trial testimony August 2006

Julian James, Individually, Daphne Bates Harrison, et al., v. Harris County Sheriff's Department, et al, In the United States Court for the Southern District of Texas, Houston Division, testimony deposition March 2006

Michael Gibson v. Odeco Nalco Energy Services, Inc. and Odeco Nalco Company In the United States District Court for the Southern District of Texas, Houston Division, trial testimony February



2006

Frederick L. Risker v. Mahnaz Naveed Shah, M.D., Kelsey –Seybold Medical Group, P.A., and Gramercy Surgery Center, Ltd. D/B/A Gramercy Outpatient Surgery Center, deposition testimony November 2005

Larry Butler and Cathy Butler, Individually and on Behalf of Brittany Butler, a minor, and Erin Ferguson v. Kyle Kennedy, Russell Kennedy, Randi K. Kennedy, and Dana Harris, deposition testimony September 2005

Cheryl Smith, Individually and as Guardian and Next Friend of Michelle Smith, an Incapacitated Person v. Reyna Jean Noble, Ross Road Boring, Co., and Bobby L. Lambright, and Mark Huber, Individually and on Behalf of Jessica Huber, A Minor v. Ross Road Boring, Co., and Bobby L. Lambright, deposition and trial testimony August 2005

Amy Adkins v. Futurion Associates, Inc., deposition testimony August 2005

Jennifer Passi, Individually and a/n/f of Gracelyn Ann and Grant Michael Passi, Minor Children and as Representative of the Estate of Michael Vincent Passi, deceased v. Dr. Emery W. Dilling and Dr. Staton L. Awtrey; In Travis County, Texas, deposition testimony August 2005

Tanya Valdez, as next friend of Alejandro Ruben Pando, a minor and Lelia Alvarez, Individually and as representative of the estate of Ruben Pando, Jr., deceased v. Brinker Texas, L.P. D/B/A On The Border Mexican Grill & Cantina, Brinker Chili's Texas, Inc. D/B/A On The Border Mexican Café, Brinker International, Inc, Chili's Beverage Company, Inc., and Marlene Muniz as independent administrative and personal representative of the estate of Felipe Ornelas, Jr., deposition testimony 2005

Vanessa Sinegaure, Individually and as a Representative of the Estate of Darnell Eugene Sineguare v. Bally Total Fitness Corporation, et al; In the 334th Judicial District Court, Harris County, Texas, deposition and trial testimony 2005



Jerry L. Bigelow, Individually and as Next Friend of B.B., J.N.B., J.T.B. and S.B., Minors v. Living Picture AG, Living Picture Ltd., Living Picture GmbH and New York Lighter Co., Inc.; U.S. District Court, Western District of Texas, Austin Division, deposition testimony 2005

Suresh Dutta v. David Pistenmaa, In the United States District Court for the Northern District of Texas, Dallas Division, deposition and trial testimony 2005

Carrie Bennett, Individually as Representative of the Estate of Roy Edward Bennett, Deceased, and as Next Friend of Lane Edward Bennett, Cody Lee Bennett and April Anne Bennett v. Stephens Martin Paving, LP, Mobile Products, Inc. D/B/A Lay-Mor ; In the District Court, Taylor County, Texas, 42nd Judicial District, deposition testimony 2005

Robert Edwin Wills v. Sysco Food Services of Austin, L.P. and Rickey Charles Green In the 82nd Judicial District Court of Robertson County, Texas, deposition testimony 2005

Michael Gibson v. Ondo Nalco Energy Services, Inc. and Ondo Nalco Company; In the United States District Court for the Southern District of Texas, Houston Division, deposition testimony 2005

Regina Kelly, et al. v. John Paschall et al.; In the United States District Court for the Western District of Texas; Waco Division, deposition testimony 2004 and 2005

Charles White v. Technip USA Corporation and Technip, Inc.; In the 11th Judicial District Court of Harris County, Texas, deposition testimony 2005

Mike Arismendez and Elva Arismendez v. Covenant Health Systems d/b/a Covenant Medical Center; In the 237th District Court of Lubbock County, Texas, deposition testimony 2005

Linda Webb, Individually and on behalf of others similarly situated, v. Barnes Group Inc States District Court, Northern District of Texas, Dallas Division; Consolidated Case No. 3-02CV2716-Rm class certification 2004

Margia Blankenship, et al. v. Marathon Oil, In the District Court of Harris County 281st Judicial



District, class certification 2004

Margia Blankenship, et al. v. Marathon Oil, In the District Court of Harris County 281st Judicial District, deposition testimony 2004

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Benavides v. Cushman et al, In the District Court of Harris County, Texas; 280th Judicial District, trial testimony 2004

Jason Malone v. D.R. Horton – Emerald, Ltd.; In the 129th Judicial District Court of Harris County, Texas, deposition testimony 2003

Donald Castleberry and Mary Castleberry v. R. Douglas Mills, M.D., Nurse Jane Doe, St. David's Healthcare System, L.P. d/b/a North Austin Medical Center and Capital Emergency Associates; In The 353rd Judicial District Court of Travis County, Texas, deposition testimony 2003

Hammer Trucking, Inc. v. St. Paul Fire and Marine Insurance Company, et al.; In the 271st Judicial District Court of Wise County, Texas, deposition testimony 2003

Rodney Wayne Hurt, M.D. v. Southwest Lincoln Mercury, deposition testimony 2003

Juan T. Gonzales v. S & B Engineers and Contractors, Ltd.; In the District Court of Harris County, Texas; 280th Judicial District, deposition testimony 2003



John McKelvey and Lawanda McKelvey v. Arctic Pipe Inspection, Inc.; In the 333rd Judicial District Court, Harris County, Texas, deposition testimony 2003

Gwendolyn Mason v. American Electric Power/Central Power and Light Company, In the United States District Court, Western District, deposition testimony 2003

Linda Webb, Individually and on behalf of others similarly situated, v. Barnes Group Inc States District Court, Northern District of Texas, Dallas Division; Consolidated Case No. 3-02CV2716-R deposition testimony 2003

Clawson v. Michael Landess and Covert Ford; In the district court of Travis County, Texas, 345th judicial district, deposition testimony 2003

Juan T. Gonzales v. S & B Engineers and Contractors, Ltd.; In the District Court of Harris County, Texas; 280th Judicial District, trial testimony 2003

Benavides v. Cushman et al, In the District Court of Harris County, Texas; 280th Judicial District, trial testimony 2003

Gwendolyn Mason v. American Electric Power/Central Power and Light Company, In the United States District Court, Western District, trial testimony 2003

Mandy De Leon v. Ivan Melendez, M.D et al., In the District Court, Hidalgo County, Texas, 332nd Judicial District, deposition testimony 2002

Nicole Terry, et al. v. Qwest Communications, Inc., Santos Ruiz Castillo, and Hertz Equipment Rental, Inc.; In the 82nd District Court of Robertson County, Texas, deposition testimony 2002

Maria Hilda Rodriguez v. Emerson Electric Co et al., In the United States District Court for the Southern District of Texas, McAllen Division, deposition testimony 2002

In Re: Ambrocio Suarez, Jr., Deceased; In the Probate Court #2 of Harris County, Texas, deposition testimony 2002



Robert L. Hunt and Lisa S. Hunt v. Century 21 Ripley Realty, Robert H. Carroll and Sylvia K. Carroll; in the District Court Williamson County, Texas, 26th Judicial District, deposition testimony 2002

Marcelyn K. Boone, Individually, and on behalf of similarly situated persons, Plaintiff v. Union Carbide Corporation, Defendant; United States District Court, Southern District of Texas, Galveston Division, deposition testimony 2002

Thomas J. Galland v. David L. Winn; In the District Court of Williamson County, Texas, 368th Judicial District, deposition testimony 2002

Tranquilino C. Munoz v. Newtron, Inc. and John Grant, In the District Court, Jefferson County, Texas 60th Judicial District, deposition testimony 2002

Kirk Chi v. Dell Computer Corporation; In the United States District Court, Western District of Texas, deposition testimony 2002

Pablo Reyes v. Glesby Marks Corporation; Atlas Air Conditioning Company, L.P.; Comfort Systems U.S.A., Inc.; Atlas-Accurate Holdings, L.L.C. and John Bolan; In the District Court of Harris County, Texas, 189th Judicial District, deposition testimony 2002

Gwendolyn Mason v. American Electric Power/Central Power and Light Company; In the Southern District of Texas, Corpus Christi Division, deposition and trial testimony 2002

Dario Ibarra v. Pat Haas, d/b/a Patrick Haas Construction and Barton Creek Lakeside, LLC, in the 345th Judicial District Court of Travis County, Texas, Personal Injury, deposition testimony 2002

Benavides v. Cushman et al, In the District Court of Harris County, Texas; 280th Judicial District, deposition testimony 2002

Alcatel USA, Inc. v. Cisco Systems, Inc., In the United States District Court for the Eastern District of Texas, Sherman Division, deposition testimony 2002



Thomas J. Galland v. David L. Winn; In the District Court of Williamson County, Texas, 368th Judicial District, trial testimony 2002

Mandy De Leon v. Ivan Melendez, M.D et al., In the District Court, Hidalgo County, Texas, 332nd Judicial District, trial testimony 2002

Juanita Fletcher v. City of Houston, In the 189th Judicial District Court, Harris County, Texas, trial testimony 2002

Keith Ferrell and Tracey Ware v Robert Robinson and the City of Houston, In the County Civil Court at Law Number One, Harris County, Texas, deposition testimony 2001

Barbara LaRoche v. Daughters of Charity Health Services of Austin, et al, In the 126th Judicial District Court of Travis County, Texas deposition testimony 2001

Brandenburg v. Georgetown Independent School District, United States District Court, Western District of Texas, trial testimony 2001

EEOC v. BP Amoco et al., In the United States District Court for the Southern District of Texas, Houston Division, deposition testimony 2000

Gomez v. United Parcel Service, United States District Court, Western District of Texas, deposition testimony 2000

Pineda v. The City of Houston, In the United States District Court for the Southern District of Texas, Houston Division, deposition testimony 2000

McDonald v. Dr. Sophia Burns, M.D., 268th District Court Fort Bend County, Texas, deposition testimony 2000

Michelle Toussaint v. Sonic Restaurant, In the 136th District Court of Jefferson County, Texas, deposition testimony 2000



Woolf v. Vincent, M.D., 9th District Court, Polk County Texas, deposition testimony 2000

Isaac Robinson as Next Friend of Chasity Amanda Robinson, Arizona Jackson and Earlean Murray, as Executive of the Estate of Ruby McDonald v. Dr. Sophia Burns, M.D. 268th District Court Fort Bend County, Texas, deposition testimony 2000

Olen Lovell III v. Texas Health Resources, Herman Methodist System, Arbitration Cause No. 1310010565, Dallas, Texas, arbitration 1999

Walker et al v. Facility Insurance Corporation, et al, In the District Court of Travis County, Texas 98th Judicial District, deposition testimony 1999

Milton Santiago v. American Airlines, Inc., In the 191st Judicial District Court, Dallas County, Texas, deposition testimony 1999

Brown v. Sysco, Inc., United States District Court, Western District of Texas, deposition testimony 1999

Walker et al v. Facility Insurance Corporation, et al, In the District Court of Travis County, Texas 98th Judicial District, Robinson/Daubert hearing testimony 1999

Mato v. Dr. Jack Baldauf, et.al, United States District Court, Western District of Texas, Austin, trial testimony 1999

Goode v. City of Austin and Fine Host Corp, United States District Court, Western District of Texas, deposition testimony 1998

Chambers v. Texas A&M et al., United States District Court, Western District of Texas, deposition testimony 1998

Chambers v. Texas A&M et al., United States District Court, Western District of Texas, trial testimony 1998

EXHIBIT 55

Castillo v. Western Range Association

United States District Court
District of Nevada
Case Number: 3:16-cv-00237-RJC-VPC

Report of Plaintiffs' Survey Expert for Class Certification

June 25, 2021

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TABLE OF CONTENTS

I. Assignment and Results in Brief	4
II. Professional Qualifications	6
III. Sample Survey Regarding Unpaid Work Time and Unreimbursed Work Expenses	
Sample Surveys in Litigation	10
The Foundation for Surveys in Class Action Wage and Hour Cases	12
The Foundation for Utilizing Averages from Survey Results to Project Class-Wide Damages	14
Sampling Plan for Survey and Statistical Analysis	15
Research Objectives	17
Mode of Data Collection	17
Sampling Frame	17
Construct and Pre-test Survey Instrument	17
Design and Select Sample	27
Recruit and Measure Sample	31
Code and Edit Data	32
IV. Summary of Pilot Survey Responses	32
V. Conclusion	40

LIST OF TABLES AND FIGURES

Table 1: Background Employment Question	33
Table 2: Survey Responses Regarding Typical Workday on the Range with the Flock	34
Table 3: Survey Responses Regarding Job Duties when on the Range with the Flock	36
Table 4: Survey Responses Regarding Typical Workday During Lambing Season	37
Table 5: Survey Responses Regarding Job Duties When at the Ranch During Lambing Season	39
Figure 1: Survey Design and Process	16

I. Assignment and Results in Brief

1. I was retained by Cohen Millstein in the matter of *Castillo, et al. v. Western Range Association, et al.* (case number: 3:16-cv-00237-RJC-VPC) (hereafter “this matter”) to conduct a survey of the potential class members regarding unpaid work time. These potential class members worked as shepherds and ranch hands for Defendant from 2010 to 2018. Defendant provided a list of approximately 445 potential class members. Defendant also provided potential contact information for these individuals of an address and/or telephone number. There were 383 individuals listed with a potential telephone number. Cohen Millstein retained Davis Research to administer the survey based on my recommendation.

2. In accord with generally accepted survey science and my usual protocol in conducting wage and hour surveys, the following process occurred:

- I drafted the survey instrument and provided it to Davis Research with the instruction to commence a pilot study.
- Davis Research attempted to contact a random sample of potential class members on the telephone from the contact list provided by Defendant.
- Davis Research found the vast majority of phone numbers were incomplete or no longer connected to the individuals listed by Defendant.
- I then instructed Davis Research to attempt to survey the entire list of potential class members to determine the maximum sample size that could be acquired via telephone.
- Fourteen individuals were contacted on the phone about taking the survey. Eight individuals that worked for Defendant as shepherds completed the full survey. One individual that worked as a shepherd terminated the survey during the questioning. Two

individuals did not work as shepherds. Three individuals were contacted but refused to participate in the survey.

- I subsequently instructed Davis Research to send a letter to every potential class member asking them to contact the firm to take the survey via a toll-free telephone number.
- One individual responded to the letter and completed the survey on the telephone.

3. Davis Research considers the contact information provided by Defendant to be exhausted based upon the attempts to reach all individuals on the list (see Exhibit C). The individuals who took the survey were able to provide responses to the questions at a very high rate. There was only one “I don’t know” response to a question. Therefore, the survey participants were able to provide information on the variables of interest in this matter. These variables of interest are (1) the typical number of hours worked per day on the range with the flock, (2) the typical number of hours worked per day during lambing season, and (3) responsibilities and limitations when not actively performing typical job duties on the range or during lambing season.

4. Based on the results of the pilot study, I can conclude the following:

- If an individual can be contacted to take the survey, they will likely participate and be able to provide answers to the survey questions. There were zero “I don’t know” responses to the questioning sequence about working on the range and one “I don’t know” response during the questioning sequence about working during lambing season.
- The list of contact information for individuals who worked for Defendant from 2010 to 2018 will not yield any further survey responses.
- Defendant will need to produce names and contact information for potential class members that worked from 2019 to the present in order to obtain enough survey responses to be statistically valid to make class-wide projections of unpaid work time. It

is more likely that this contact information will be current and accurate such that the sample size will increase significantly.

- If the Court will allow half of the potential future survey participants to be promised anonymity, the cooperation rate will likely increase resulting in a larger sample size.

Following a summary of my professional qualifications, this report provides a detailed analysis on how the foregoing conclusions were reached.

II. Professional Qualifications

5. My resume, fee schedule and list of trials and depositions in the last four years are attached as Exhibit A. I received a Ph.D. in economics from the University of Utah. My primary fields of expertise are labor economics, statistics, survey methodology and forensic economics. My publications in the fields of labor economics, forensic economics, survey science and statistics have been cited 138 times according to Google Scholar. I have publications in the following peer-reviewed journals: Journal of Legal Economics, Industrial Relations, Journal of Policy Analysis and Management, and the American Journal of Industrial Medicine. In addition, I am the co-author of a peer-reviewed book published by the W.E. Upjohn Institute for Employment Research.¹

6. I am an adjunct associate professor of economics at St. Mary's College in Moraga, California. I teach managerial economics in the Master of Business Administration program. I am a former member of the Board of Directors of the American Academy of Economic and Financial Experts. My term as a board member was April 2017 to April 2020.

¹ Levine, David I., Frank W. Neuhauser, Richard Reuben, Jeffrey S. Petersen, and Christian Echeverria, *Carve-outs" in Workers' Compensation: An Analysis of the Experience in the California Construction Industry*, W.E. Upjohn Institute for Employment Research, Kalamazoo, MI 2003.

7. I have substantial expertise in projecting class-wide damages based on conducting surveys and utilizing inferential statistical analysis, i.e., using the data sample of survey responses to project to a larger population. My experience is in the form of academic qualifications and litigation consulting experience.

8. I am the lead author of peer-reviewed journal articles regarding survey methodology and statistical analysis in class action wage and hour cases. The title of the articles and the citations are below:

- “The Margin of Error on Damages Calculations Based on Sample Survey Data in Class Action Wage and Hour Cases,” *Journal of Legal Economics*, Volume 25, No. 1-2, September 2019.
- “Surveys in Class Action Wage and Hour Cases and the Use of Anonymous Respondents,” *Journal of Legal Economics*, Volume 22, No. 1, October 2015

The article on survey methodology describes the unique aspects of conducting surveys in wage and hour class actions and remedies for potential bias among the survey respondents. The article on margin of error describes how to project class-wide damages from survey data and protect Defendant from overpaying.

9. I have conducted surveys in seventeen class actions and fifteen of the surveys were in wage and hour cases. Recently, in the class action wage and hour class case *Kristal Nucci et al. v. Rite Aid Corporation*, the Honorable Judge Lucy H. Koh cited the results of a survey I conducted several times in her order for class certification.² Judge Koh writes, “Dr. Petersen’s expert report and underlying survey demonstrate that whether a common policy was communicated across all class members is capable of class-wide resolution. Importantly, these common questions are not merely peripheral, but rather, go directly to liability on a class-wide basis.”³ In the federal case

² *Kristal Nucci, et al. v. Rite Aid Corporation, et al.* Case number 19-CV-01434-LHK. Order Denying Motion to Strike and Granting Class Certification.

³Ibid, p.26.

titled *Coleman v Brown*, I was designated as the survey expert in a Special Master research team appointed by the Honorable Kimberly Mueller.⁴ My role was to supervise the design and implementation of a survey to psychiatrists employed by the California Department of Corrections.

10. I was trained in survey protocol, survey design, and survey question writing during my employment with the United States Government Accountability Office (GAO) as a Senior Economist. The GAO is the non-partisan research entity for members of Congress. I have also conducted a survey outside of litigation during my tenure as a postdoctoral fellow at the University of California, Berkeley. I designed the survey and oversaw the administration to the survey participants who were trauma victims treated at San Francisco General Hospital. The results of the survey were presented at the American Association for the Surgery of Trauma annual meeting and published in the conference proceedings.⁵

11. I have presented at six professional conferences of survey experts, statisticians and damages experts regarding conducting surveys in class action wage and hour cases and projecting damages from the survey responses. I have also presented to attorneys on surveying in wage and hour class actions in light of the U.S. Supreme Court Decision in *Tyson Foods v. Bouaphakeo*.

The titles of the presentations and the conferences are listed below:

- “Wage and Hour Surveys: Assisting With the Liability Determination and Assessing Nonresponse Bias,” 32nd Annual Conference of the American Academy of Economic and Financial Experts, April 2021.
- “Statistical Evidence in Wage and Hour Class Actions Since Tyson Foods: Impact on Certification and Trial,” Webinar hosted by Strafford Publications, June 2020

⁴ *Ralph Coleman, et al. v. Edmund Brown, Jr, et al.* Case number 2:90-cv-0520 KJM KJN P.

⁵ Petersen, Jeffrey S., L. Papadakis, D. Morabito, A. Boccellari, R.C. Mackersie “Return Economic Productivity Following Acute Traumatic Injury: The Influence of Financial, Physical, and Psychosocial Factors,” *Proceedings of the American Association for the Surgery of Trauma Fifty-Ninth Annual Meeting*, 1999, p.223.

- “The Implications of Recent Legal Decisions for Survey Methodology in Class Action Wage and Hour Cases,” Annual Conference of the Pacific Chapter of the American Association for Public Opinion Research, San Francisco, CA, December 2019.
- “Duran Duran: The Important Issues in the Two Duran Decisions for Surveys and Statistical Analysis,” Western Economic Association Annual Conference, San Francisco, CA, June 2019.
- “The Margin of Error on Damages Calculations in Class Action Wage and Hour Cases,” Allied Social Science Associations Annual Conference, National Association of Forensic Economics, Atlanta, GA, January 2019.
- “Survey Design and Analysis in Class Action Wage and Hour Cases,” Annual Conference of the Pacific Chapter of the American Association for Public Opinion Research, San Francisco, CA, December 2018.
- “Using Surveys to Assess Damages in Class Action Wage and Hour Cases,” 30th Annual Conference of the American Academy of Economic and Financial Experts, Las Vegas, NV, April 2018.

12. I have published two peer-reviewed journal articles that utilize inferential statistical analysis from survey data.^{6,7} According to Google Scholar, one of the articles has been cited 79 times.

13. I have worked on 86 class action cases in determining the payments due the class members.⁸ The breakdown between plaintiff and defense retentions in these cases is 85 percent for plaintiffs and 15 percent for Defendant. I have testified at trial for both plaintiffs and Defendant in class action cases. In addition, I have testified at trial twice in class action wage and hour cases where I conducted a survey on behalf of plaintiffs and once on behalf of Defendant where I analyzed the survey conducted by plaintiffs’ expert.

⁶ Petersen, Jeffrey S. and Craig Zwerling, “Comparison of Health Outcomes Among Older Construction and Blue-Collar Employees in the United States,” *American Journal of Industrial Medicine*, Volume 34, Number 3, 1998.

⁷ Petersen, Jeffrey S. and Phillip Allman, “The Effect of the Intent to Retire at Age 70 or Older on Work Life Expectancy,” *Journal of Legal Economics*, Volume 23, No. 2, April 2017.

⁸ In addition to these matters, I have worked on over 3,000 legal cases involving income loss for individual plaintiffs. Retentions on these matters are approximately two-thirds plaintiff and one-third defendant.

14. I have worked on over 50 individual wage and hour cases where I conducted a telephone interview with plaintiffs. I asked the plaintiffs to provide estimates of hours worked, off-the-clock work time, frequency of meal and rest periods, and/or unreimbursed job-related expenses. The estimates provided by the plaintiffs were subsequently used to project the amount of unpaid wages they may be due. These interviews have provided me a unique perspective on how to structure a survey in a wage and hour class action. This one-on-one interaction allowed me to assess what individuals can recall and estimate; and what potential biases may be in the estimates. I have two important conclusions from this experience. First, unpaid work time, interrupted meal and rest periods, and not receiving meal and rest periods are distinctive in individuals' memories. Second, informing the plaintiffs that they may be questioned by the defense about the accuracy of their answers significantly reduces the likelihood of biased responses.

III. Sample Survey Regarding Unpaid Work Time and Unreimbursed Work Expenses

15. In collaboration with Davis Research, I conducted a pilot study of the potential class members regarding unpaid work time. This section discusses the acceptability of sample surveying in legal proceedings, the methodology for the pilot survey and the methodology for the full survey of the class members.

Sample Surveys in Litigation

16. Sample surveying is an accepted method in legal proceedings as stated in the Federal Judicial Center's *Reference Manual on Scientific Evidence* (hereafter "*Reference Manual on Scientific Evidence*"):

Sample surveys are used to describe or enumerate the beliefs, attitudes, or behaviors of persons or other social units. Surveys typically are offered in legal proceedings to establish or refute claims about the characteristics of those individuals ... As a method of data collection, surveys have several crucial potential advantages over less systematic approaches. When properly *designed, executed, and described*, surveys (1) economically present the characteristics of a large group of respondents or other units and (2) permit an assessment of the extent to which the measured respondents or other units are likely to adequately represent a relevant group of individuals or other units.⁹

17. Moreover, the *Reference Manual on Scientific Evidence* states that surveys are an efficient way to inform the Court. Also, the failure to conduct a survey suggests that survey responses would have been unfavorable to the plaintiff:

Although surveys are not the only means of demonstrating particular facts, presenting the results of a well-done survey through the testimony of an expert is an efficient way to inform the Court about a large and representative group of potential witnesses. In some cases, courts have described surveys as the most direct form of evidence that can be offered.¹⁰ Indeed, several courts have drawn negative inferences from the absence of a survey, taking the position that failure to undertake a survey may strongly suggest that a properly done survey would not support the plaintiff's position.^{11,12}

⁹ Diamond, Sheri Seidman, "Reference Guide on Survey Research," Federal Judicial Center, Reference Manual on Scientific Evidence, Third Edition, p.361-362.

¹⁰ Footnote #60 from Reference Manual -- *See, e.g., Morrison Entm't Group v. Nintendo of Am.*, 56 Fed. App'x. 782, 785 (9th Cir. Cal. 2003).

¹¹ The cases cited that support this issue are found in footnote #61 in the Reference Manual -- *Ortho Pharm. Corp. v. Cosprophar, Inc.*, 32 F.3d 690, 695 (2d Cir. 1994); *Henri's Food Prods. Co. v. Kraft, Inc.*, 717 F.2d 352, 357 (7th Cir. 1983); *Medici Classics Productions LLC v. Medici Group LLC*, 590 F. Supp. 2d 548, 556 (S.D.N.Y. 2008); *Citigroup v. City Holding Co.*, 2003 U.S. Dist. LEXIS 1845 (S.D.N.Y. Feb. 10, 2003); *Chum Ltd. v. Lisowski*, 198 F. Supp. 2d 530 (S.D.N.Y. 2002).

¹² Diamond, Sheri Seidman, "Reference Guide on Survey Research," Federal Judicial Center, Reference Manual on Scientific Evidence, Third Edition, p.372.

18. The *Reference Manual on Scientific Evidence* also states that attorneys may participate in drafting the survey questions:

An early handbook for judges recommended that survey interviews be “conducted independently of the attorneys in the case.” Some courts interpreted this to mean that any evidence of attorney participation is objectionable. A better interpretation is that the attorney should have no part in carrying out the survey. However, some attorney involvement in the survey design is necessary to ensure that relevant questions are directed to a relevant population.¹³

I typically collaborate with attorneys on the survey questions for the reason noted above – “to ensure relevant questions are directed to the relevant population.” The *Reference Manual on Scientific Evidence* further states that whether attorneys are involved in drafting the questions is largely irrelevant since the “key issues for the trier-of-fact concerning the design of the survey are the objectivity and relevance of the questions on the survey and the appropriateness of the definition of the population used to guide sample selection. These aspects of the survey are visible to the trier-of-fact and can be judged on their quality, irrespective of who suggested them.”¹⁴

The Foundation for Surveys in Class Action Wage and Hour Cases

19. The U.S. Supreme Court States ruling in *Anderson v. Mt. Clemens Pottery Co.* (1946) shows that the focus of the Court when evaluating survey responses should be on the reasonableness of the responses. The decision in *Mt. Clemens* states employees may provide estimates regarding

¹³ Ibid, p.374.

¹⁴ Ibid, p. 374.

the issues in question in litigation when there are no employer records available to assess the issues and damages that can be projected from these estimates (pp. 687-688):

The solution [to the lack of employer records] is not to penalize the employee by denying him any recovery on the ground that he is unable to prove the precise extent of uncompensated work. Such a result would place a premium on an employer's failure to keep proper records in conformity with his statutory duty; it would allow the employer to keep the benefits of an employee's labors without paying due compensation as contemplated by the Fair Labor Standards Act. In such a situation we hold that an employee has carried out his burden if he proves that he has in fact performed work for which he was improperly compensated and if he produces sufficient evidence to show the amount and extent of that work as a matter of just and reasonable inference. The burden then shifts to the employer to come forward with evidence of the precise amount of work performed or with evidence to negative [sic] the reasonableness of the inference to be drawn from the employee's evidence. If the employer fails to produce such evidence, the court may then award damages to the employee, even though the result be only approximate.

For these class members testifying under oath, in court, the trier-of fact was permitted to rely upon representative testimony and draw conclusions about the class as a whole without regard to sample size, confidence interval, or margin of error. As a professional in survey research, however, evaluating survey responses rather than sworn testimony, I do not draw class-wide inferences without consideration of such factors.

20. The Court in this matter is in the position of being able to determine if the survey responses can be utilized as a matter of “just and reasonable inference.” The role of the survey expert is to

devise survey questions that are unbiased and valid in order to provide the Courts with the best possible data on which to make this determination.

21. The pilot study in this matter confirms that survey participants will be able to provide estimates to the variables interest in this matter in accord with the *Mt. Clemens* decision.

The Foundation for Utilizing Averages from Survey Results to Project Class-Wide Damages

22. There is precedent that the average of survey responses can be utilized to project class-wide damages. The leading precedent is the decision about sampling and extrapolation in *Bell v. Farmers Insurance*.¹⁵ The *Duran I* decision stated that *Bell* is the “premier case approving the use of representative testimony in an overtime class action.”¹⁶ The *Bell Court* stated (p.8):

It was within trial court's discretion, in class action on behalf of approximately 2400 claims representatives against an insurance company seeking compensation for unpaid overtime, to use statistical methodology of random sampling and extrapolation for the determination of aggregate class-wide damages; trial court was permitted to weigh the disadvantage of statistical inference, the calculation of average damages imperfectly tailored to the facts of particular employees, with the opportunity it afforded to vindicate an important statutory policy without unduly burdening the courts.

The next section shows the survey methodology in this matter that generated unbiased and valid survey responses.

¹⁵ *Bell v. Farmers Insurance Exchange*. 2004. Cal.App 4th 715, 9 Cal.Rptr.3d 544.

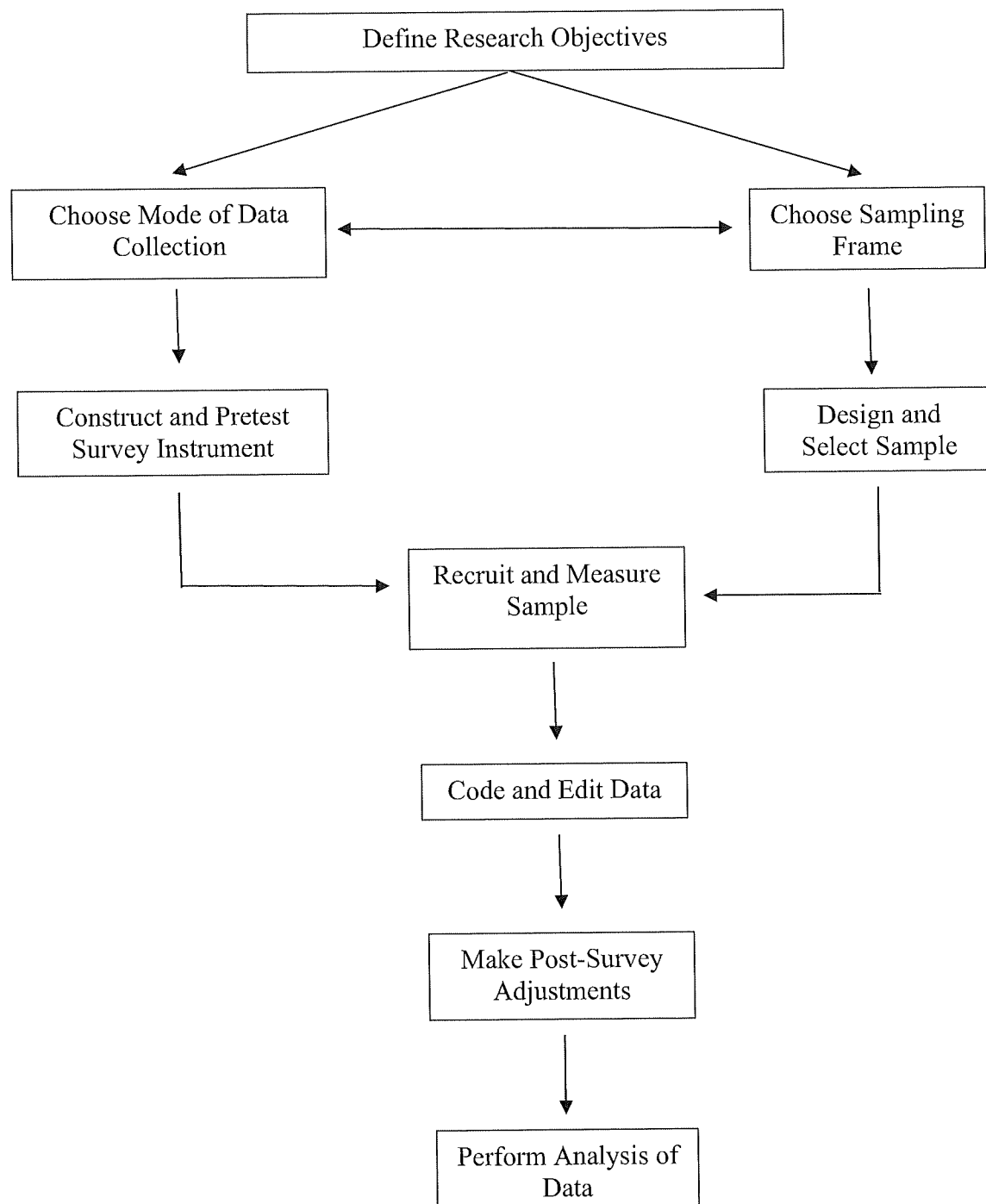
¹⁶ *Duran et al. v. U.S. National Bank Association*. 2014. California Supreme Court, 59 Cal.4th 1172, Cal. Rptr. 3d 371, 325 P.3d 916.

Sampling Plan for Survey and Statistical Analysis

23. Figure 1 shows the methodology for the design and process of the pilot survey that was conducted in this matter. This is a well-established methodology as described in *Survey Methodology* by Robert M. Groves.¹⁷ Dr. Groves is a preeminent survey scientist and he was formerly the Director of the U.S. Bureau of the Census. Each step of the survey design and process is described below. This process resulted in a representative data set that is statistically reliable and valid.

¹⁷ Groves, R. M., Fowler, F.J., Couper, M.P., Leprowski, J.M, Singer, E., Tourangeau, R., *Survey Methodology*, John Wiley & Sons, New Jersey, 2009.

FIGURE 1: SURVEY DESIGN AND PROCESS¹⁸



¹⁸ Source: Groves, Robert M. et al. 2009. *Survey Methodology*, New Jersey: John Wiley and Sons, Inc., page 47.

Research Objectives

24. The research objectives of the survey are as follows:

- Account for the categories of work performed by the shepherds on a 24-hour basis.
- Determine the amount of time shepherds were responsible for the flock.
- Determine how frequently shepherds were able to leave the flock for a personal activity.
- Determine whether shepherds had access to personal entertainment options while on the range.
- Determine how frequently shepherds were able to leave the ranch or lambing area for a personal activity.
- Determine how frequently shepherds had meal periods, leisure time or sleep interrupted by job duties.

Mode of Data Collection

25. The survey was administered telephonically by Davis Research. According to peer-reviewed science on wage and hour surveys, telephone surveys tend to be the preferable method for obtaining survey responses.¹⁹

Sampling Frame

26. Sampling frames are lists or procedures intended to identify all elements of a target population. According to *Survey Research Methods* by Floyd Fowler, “Any sample selection procedure will give some individuals a chance to be included in the sample while excluding others. Those people who have a chance of being included among those selected constitute the

¹⁹ Petersen, Jeffrey S., Phillip Allman, and William Lee, “Surveys in Class Action Wage and Hour Cases and the Use of Anonymous Survey Respondents,” *Journal of Legal Economics*, Volume 22, Number 1, October 2015.

sample frame.”²⁰ The sample frame is evaluated based on: (1) how comprehensively it covers the target population, (2) whether the probability of being selected can be computed, and (3) how efficiently the members of the sample frame can be contacted.²¹ Therefore, the sampling frame goes hand-in-hand with determining the method of data collection.

27. The individuals that could potentially be contacted to take the survey in this matter were former shepherds for whom Defendant provided valid contact information of a current telephone number or address. Davis Research loaded 717 telephone numbers for 383 individuals and determined that approximately 60 individuals could potentially be surveyed because one of their listed phone numbers was potentially current. Davis Research subsequently determined that 55 individuals that could not be reached via telephone could potentially be contacted via mail. These individuals were sent a letter which asked them to contact Davis Research to take the survey.

28. The nine survey responses that were obtained from this sample frame are likely random responses since obtaining a response was a function of having a current telephone number. According to peer-reviewed research on wage and hour surveys, this is not a potential source of bias since there is no reason the individuals without working telephone numbers should be any different than individuals with working telephone numbers.²² This is the only conclusion that can be drawn from the sample frame at this stage of the project due to the large number of individuals who did not have valid contact information provided by Defendant.

²⁰ Fowler, Floyd. 2014. *Survey Research Methods, Fifth Edition*, Sage Publications Inc., page 15.

²¹ Fowler, Floyd. 2014. *Survey Research Methods, Fifth Edition*, Sage Publications Inc., page 16.

²² Petersen, Jeffrey S., Phillip Allman, and William Lee, “Surveys in Class Action Wage and Hour Cases and the Use of Anonymous Survey Respondents,” *Journal of Legal Economics*, Volume 22, Number 1, October 2015, page 28.

29. If contact information is provided for individuals who worked for Defendant from 2019 to the present, the same sample frame will be utilized for the second phase of the survey project.

Construct and Pre-test Survey Instrument

30. I consulted with Dr. Thomas Acker, Professor of Spanish at Colorado Mesa University, prior to designing the survey instrument. Dr. Acker had previously conducted an in-person survey of shepherds in Colorado. He wrote a report of his findings titled “Overworked and Underpaid: H-2A Herders in Colorado.” Dr. Acker provided valuable information to me about what the shepherds in this matter would likely be able to recall and estimate in a survey.

31. The survey instrument is the questionnaire that is administered to the survey participants [see Exhibit B for the survey instrument in this matter]. The survey methodology textbook *Designing and Conducting Survey Research* states that the introduction of the survey instrument should build trust in the survey participants so they will be willing to be forthcoming with information:

A questionnaire is a conversation, and, like most conversations, it builds on itself, beginning with an introduction. It is important to inform potential respondents about the purpose of the study in order to convey its importance and alleviate any concerns that potential respondents are likely to have. From the researcher’s point of view, there is a need to convince potential respondents that their participation is useful to both the survey’s sponsor or client and the respondents themselves.²³

32. The issue of trust between the survey respondent and survey interviewer has become more important over the last decade due to the increase in identity theft and the perception among the

²³ Rea, Louis M. and Richard A. Parker, *Designing and Conducting Survey Research: A Comprehensive Guide, Fourth Edition*, Josey-Bass, 2014, page 39.

general public that identity theft should be a genuine concern. Therefore, potential survey respondents are not likely to participate in a survey unless they know why the survey is being conducted and how their responses are going to be used. This is especially the case for low income individuals who would fear losing their jobs as a result of participating in a survey. These individuals need to be reassured that retaliation for participating in a survey is not allowable under the law and legal action will be taken if they are retaliated against. Therefore, the “double blind” method is not advisable in a wage and hour class action survey. A double-blind survey would require that the survey respondents be unaware of the survey sponsor and the purpose of the survey. In other words, the survey respondents are “blind” about the purpose of the survey. The *Reference Manual on Scientific Evidence* advises that the double-blind method be utilized “whenever possible.”²⁴ Therefore an analysis of whether it is possible to use the double-blind method is warranted.

33. When a survey respondent is first contacted on the phone it is imperative to gain their trust as noted above. If a survey is conducted using the double-blind method, the survey interviewer cannot inform the survey respondent why they are calling. The dialogue would be as follows if a double-blind survey were utilized in this matter:

- (Survey Interviewer) – I am calling to conduct a survey regarding your work experiences with Western Range.
- (Survey Respondent) – Why do you want this information? How is it going to be used? Who are you calling on behalf of? What is this all about?
- (Survey Interviewer) – Sorry, I cannot answer any of those questions, all I can do is ask you the survey questions.

²⁴ Diamond, Sheri Seidman, “Reference Guide on Survey Research,” Federal Judicial Center, Reference Manual on Scientific Evidence, Third Edition, p.410-411.

When the survey respondent does not have these important questions answered they are likely to terminate the call and not participate in the survey. As noted above, the survey methodology textbook *Designing and Conducting Survey Research* states that during the initial phase of the survey “it is important to inform potential respondents about the purpose of the study in order to convey its importance and alleviate any concerns that potential respondents are likely to have.”²⁵ This is why a double-blind survey was not used in this matter.

34. The advisable method for conducting the survey in this matter is to make the survey interviewer and the respondents “as blind as possible.” Therefore, the scripted survey introduction only revealed that the survey is regarding employment issues at Western Range as part of a litigation matter and the survey participants need to be accountable to Defendant regarding their responses. No other information about the litigation was divulged unless the survey participant expressed concern about participating in the survey and potentially having to be questioned by the defense. If this occurred, then a script was read assuring the survey participant that no legal action could be taken against them for participating in the survey.

35. The California Court of Appeals decision in *McCleery v. Allstate Insurance*²⁶ also shows why double-blind surveys should not be used in wage and hour class actions. A double-blind anonymous survey was conducted in this matter as the basis for projecting class-wide damages.²⁷ The Court’s decision in this matter did not allow the survey results to be used to project class-wide damages. The decision highlights the importance of transparency in conducting surveys in litigation so that the defense can defend itself against claims made against them.²⁸

²⁵ Rea, Louis M. and Richard A. Parker, *Designing and Conducting Survey Research: A Comprehensive Guide, Fourth Edition*, Josey-Bass, 2014, page 39.

²⁶ Court of Appeal of the State of California, Second Appellate District, Division One, Filed 7/1/19. Los Angeles Superior Court Case BC410865.

²⁷ *Ibid.*, see page 2.

²⁸ *Ibid.*, see page 25.

Transparency is also necessary to induce accountability among the survey respondents. Double-blind surveys do not have transparency and do not impose accountability. According to peer-reviewed research on class action wage and hour surveys, transparency and accountability are essential parts of survey methodology in wage and hour class actions.²⁹

36. Finally, there is an ethical consideration to disclose to the survey participants that the survey is part of litigation. If a double-blind survey is conducted, survey participants do not know they are participating in litigation. If the Court subsequently requires the survey participants names to be disclosed, which occurred in *Duran*, individuals who were promised anonymity are no longer anonymous. Their survey responses will be shown to their past or former employer. Individuals should be informed about this possibility and a double-blind survey does not allow this information to be conveyed.

37. The mental process of answering questions from a survey instrument is generally found in four groups of processes: comprehension, retrieval of information, estimation and judgement, and reporting of an answer.³⁰ Comprehension includes both the question being asked and the instructions previously given on the survey instrument. Therefore, both the question and the instructions must be easily comprehended. Retrieval is the process of recalling information relevant to answering the question. Estimation and judgement are the processes of combining or supplementing the recall of information.

38. In this matter, comprehension of the questions is not likely to be an issue. The topics are very straightforward and familiar to the survey respondents. The more difficult issue is the

²⁹ Petersen, Jeffrey S., Phillip Allman, and William Lee, "Surveys in Class Action Wage and Hour Cases and the Use of Anonymous Survey Respondents," *Journal of Legal Economics*, Volume 22, Number 1, October 2015, page 32.

³⁰ Source: Groves, Robert M. et al. 2009. *Survey Methodology*, New Jersey: John Wiley and Sons, Inc., page 220-222.

retrieval of information interacting with estimation and judgement. All of the survey participants have the necessary information stored in their memories since they experienced the working conditions at Western Range. However, in the process of retrieving this information, their process of estimation and judgement may be influenced by their self interest in anticipation of receiving a payout from the litigation. Therefore, the Defendant in this matter could potentially overpay due to inflated survey responses. This situation is known as moral hazard which is defined as “any situation in which one person makes the decision about how much risk to take while someone else bears the cost if things go badly.”³¹ According to peer-reviewed literature on wage and hour surveys, the solution to self-interest bias and moral hazard in a wage and hour survey is to conduct the survey without anonymity and to ensure the survey participants are aware they need to be accountable for the accuracy of their survey responses:

Survey researchers should assess potential bias among surveyed class members in class action wage and hour cases through the lens of moral hazard ... Survey respondents who are anonymous bear no risk associated with inflating their work hours because there is no accountability. Anonymous survey respondents can be very costly to the defense because inflated estimates of work hours lead to higher damages. Survey respondents who are not anonymous bear considerable risk when inflating a work hour estimate. They might look foolish, and possibly be subject to perjury, if they cannot substantiate their estimate of work hours during a deposition and/or trial testimony. Informing survey respondents in a class action wage and hour case at the outset of the survey that they may be questioned

³¹ Krugman, Paul R. 2009. *The Return of Depression Economics and the Crisis of 2008*. New York: W.W. Norton

by the defense about the accuracy of their answers is a useful tool in limiting moral hazard.³²

39. In accord with peer-reviewed science, the survey in this matter was not conducted anonymously during the pilot phase, i.e. the testing of the survey instrument. To control for the potential of self-interest bias, the following statement was read to the survey participants during the introduction of the survey:

This survey is part of a litigation matter and therefore I need your answers to be as accurate as possible. Your answers will not be anonymous and you may be questioned by the Defendant about your answers.

40. In this matter, it is advisable to change the introductory script for half of the potential survey participants for the second phase of surveying and promise them confidentiality. Three individuals would have potentially participated in the survey if they were promised confidentiality. I draw this conclusion based on a former shepherd who lives in Peru who contacted these individuals after they refused to participate. According to this former shepherd, all of the individuals that refused to participate were doing so because they did not want Defendant to know they were participating in the survey.³³ They felt it would impact their ability to gain future employment from the company. I anticipate this will also occur in the second phase of the survey. This revised script will promise confidentiality by not linking their name to the survey responses or revealing that they participated in the survey. According to peer-reviewed research on class action wage and hour surveys, this is the methodology that

³² Petersen, Jeffrey S., Phillip Allman, and William Lee, "Surveys in Class Action Wage and Hour Cases and the Use of Anonymous Survey Respondents," *Journal of Legal Economics*, Volume 22, Number 1, October 2015, page 32-33.

³³ Contact with the shepherd was coordinated by Dr. Thomas Acker. I provided the phone numbers for the individuals that refused to participate to Dr. Acker who then provided them to the shepherd. I also had a conference call with Dr. Acker and the former shepherd to discuss what he could discuss with the individuals that refused to participate in the survey. The former shepherd is not a plaintiff in this matter nor a potential class member.

should be employed when the refusal rate is high during the pilot phase. Dividing the sample in half, confidential and non-confidential, allows for statistical analysis of whether confidentiality is potentially biasing the results:

Class members may simply not want to participate in the survey because they can be identified. This is problematic for the response rate and may lead to bias. However, damages experts should not assume this is an issue without testing it. If a damages expert is confronting a high refusal rate because class members are concerned about being identified, then an anonymous survey may be needed. Anonymity should not be the first course of action but it may be needed as a backup method if the response rate will otherwise be too low for valid statistical results. Anonymity should only be used if class members are saying they do not want to participate. This program of action will allow the damages expert to compare the anonymous respondents with the non-anonymous respondents to see if there is any substantial difference between the two groups.³⁴

However, I will only utilize this methodology if the Court approves it in advance. It is my understanding that this is the only way individuals can be guaranteed confidentiality. If the Court does not approve this methodology, then all future surveying will be conducted in the same manner as the pilot study and confidentiality will not be promised.

41. Besides testing the difference between the confidential and non-confidential survey responses, additional questions were asked to test for potential bias. These questions asked whether the survey respondents were aware of the lawsuit in this matter and how certain they were about their answers.

³⁴ Petersen, Jeffrey S., Phillip Allman, and William Lee, "Surveys in Class Action Wage and Hour Cases and the Use of Anonymous Survey Respondents," *Journal of Legal Economics*, Volume 22, Number 1, October 2015, page 35.

42. The survey instrument asked respondents to provide the following information regarding their employment with Western Range:

- whether they worked with a flock of sheep or goats,
- a 24-hour time accounting of a typical workday when on the range with the flock,
- whether they thought they were responsible for the flock during sleep hours and the frequency of their sleep being disrupted by attending to the flock,
- whether they thought they were responsible for the flock during meal preparation and eating and the frequency of this activity being disrupted by attending to the flock,
- whether they thought they were responsible for the flock regardless of what they were doing,
- whether they left the flock to engage in a personal activity and the frequency of leaving,
- whether they worked during lambing season,
- a 24-hour time accounting of a typical workday during lambing season,
- whether they left the lambing location to do a personal activity and the frequency of leaving,
- whether during lambing their meals or sleep were interrupted by work and the frequency of this occurring,
- whether they thought they had off-duty time at the lambing location and the frequency of their off-duty time being interrupted.

43. The 24-hour time accounting was done in accord with the method utilized by the United States Bureau of Labor Statistics American Time Use Survey (ATUS). The methodology utilized by this survey asks participants to account for their time throughout the day resulting in categories of time usage that sum to 24 hours. The starting point for the time accounting in the

ATUS is 4AM. Survey participants are asked what they were doing at this hour and when the activity concluded. If they respond “sleeping” and “6AM,” the next question asks about what they did next and when the activity concluded. This process continues until all hours are accounted for until 4AM the next day. This method ensures there will not be double counting of activities of daily living. The same method was used for the survey in this matter. Survey respondents could choose from a list of typical shepherd work activities or provide an open-ended answer.

44. The survey also asked the respondent to provide the following information:

- their level of certainty about the responses they provided in the survey,
- level of education,
- age,
- whether they knew anything about a lawsuit involving Western Range.

45. The survey was translated into Spanish by Davis Research. I asked Dr. Acker to review the translation due to his experience interviewing shepherds. He made suggestions to some of the language to make the questions more understandable to the shepherds. See Exhibit B for the English and Spanish versions of the survey instrument.

Design and Select Sample

46. This section assumes that Defendant will produce the names and contact information for employees that worked for Western Range from 2019 to the present. The selection process for the potential survey participants will be a simple random sample. This is a selection process that

allows each member of the sample frame to have an equal probability of being selected for the survey.³⁵

47. The necessary sample size depends upon the targeted margin of error. In wage and hour surveys I have conducted in the past, I have typically targeted the margin of error at five percent for proportional data.³⁶ . Proportional data refers to survey questions that ask about percentages (such as the percentage of time something occurs) or a “yes or no” response. Due to sample size limitations, I have not always been able to achieve a five percent margin of error and that may occur in this matter as well. However, this does not invalidate the survey results as there is no required margin of error to establish the validity of the survey responses. There is no guidance in statistical science quantifying what constitutes a margin of error that is too high with respect to sample survey data in class action wage and hour cases. As an illustration, consider a survey of likely voters prior to an election. If there are only two candidates on the ballot and the sample mean shows one candidate will receive 52 percent of the vote and the margin of error is five percent; then the margin of error is “too high” because it shows that an outcome could be that this candidate may receive 47 to 57 percent of the vote. The survey cannot make a prediction about who is likely to win the election given that margin of error and particular sample mean. If, however, the survey showed a candidate receiving 60 percent of the vote and a seven percent margin of error, then the margin of error is not too high because the low end of the predicted outcome is 53 percent of the vote. This type of reasoning does not apply to liability or damages in a class action wage and hour case. The margin of error is a statistic in a wage and hour case that assists the Court by providing information about the magnitude of potential error in the

³⁵ Source: Groves, Robert M. et al. 2009. *Survey Methodology*, New Jersey: John Wiley and Sons, Inc., page 103.

³⁶ Rea, Louis M. and Richard A. Parker, *Designing and Conducting Survey Research: A Comprehensive Guide, Fourth Edition*, Josey-Bass, 2014, page 165.

results. Whether it is “too high” is a subjective assessment to be made by the Court when balancing the welfare of plaintiffs and Defendant.³⁷

48. There is precedent that a margin of error of ten percent or less is acceptable in a class action wage and hour case if damages are to be projected from the average of the survey responses.

The legal precedent is the decision about margin of error in *Bell v. Farmers Insurance*.³⁸ The *Duran I* decision stated that *Bell* is the “premier case approving the use of representative testimony in an overtime class action.”³⁹ The peer-reviewed statistical method for projecting damages in a class action wage and hour case when the margin of error is above ten percent is to use the lower bound of the 95 percent confidence interval.⁴⁰ This protects Defendant’s welfare by ensuring it does not overpay for damages based on the survey results because there is a 97.5 percent probability that the lower bound is not an overpayment.. These two options should be considered by the Court when assessing the margin of error:

Option 1: deny payments to class members and grant a windfall to Defendant because the variance in data points caused a margin of error greater than ten percent. Option 2: use the lower bound of the 95 percent confidence interval to award damages in those cases only in which the margin of error exceeds ten percent. The latter option ensures (to a 97.5 percent procedural reliability) defendant is not overpaying and subsequently redistributes income among the class members. Undoubtedly, all class members would prefer some payments for damages as opposed to no payments. Therefore, the welfare of the class members is addressed under Option 2 in a way ignored under Option 1. Defendant’

³⁷ Petersen, Jeffrey S. and Phillip Allman, “The Margin of Error on Damages Calculations Based on Sample Survey Data in Class Action Wage and Hour Cases,” *Journal of Legal Economics*, Volume 25, No. 1-2, September 2019.

³⁸ *Bell v. Farmers Insurance Exchange*. 2004. Cal.App 4th 715, 9 Cal.Rptr.3d 544.

³⁹ *Duran et al. v. U.S. National Bank Association*. 2014. California Supreme Court, 59 Cal.4th 1172, Cal. Rptr. 3d 371, 325 P.3d 916.

⁴⁰ Petersen, Jeffrey S. and Phillip Allman, “The Margin of Error on Damages Calculations Based on Sample Survey Data in Class Action Wage and Hour Cases,” *Journal of Legal Economics*, Volume 25, No. 1-2, September 2019.

welfare is also addressed by Option 2 since there is little chance across cases of general overpayment for damages. Option 1, on the other hand, rewards Defendant with a windfall for wrongdoing and harms the welfare of the class members.⁴¹

49. The sample size is based upon the size of the class and the type of questions to be asked of the survey participants. The formula for determining the sample size when proportions are the data being gathered is as follows⁴²:

$$n = (Z^2 (p (1 - p)) N) / (Z^2 (p (1 - p)) + (N - 1) ME^2)$$

where,

n	=	sample size
N	=	population size (i.e., the size of the class)
Z	=	Z score for the level of confidence
p	=	unknown proportion for the sample
ME	=	acceptable margin of error for the proportional variable

50. The proportion that requires the largest sample size is 50 percent. Therefore, to be as conservative as possible in estimating the sample size, 50 percent is inputted into the above equation for the variable “p” if there is no information available. The “Z score” is associated with the desired level of confidence. According to the *Reference Manual on Scientific Evidence*, a 95 percent confidence interval is widely accepted among scientists:

⁴¹ Petersen, Jeffrey S. and Phillip Allman, “The Margin of Error on Damages Calculations Based on Sample Survey Data in Class Action Wage and Hour Cases,” *Journal of Legal Economics*, Volume 25, No. 1-2, September 2019, page 150.

⁴² Rea, Louis M. and Richard A. Parker, *Designing and Conducting Survey Research: A Comprehensive Guide, Fourth Edition*, Josey-Bass, 2014, page 167.

Traditionally, scientists adopt the 95 percent level of confidence, which means that if 100 samples of the same size were drawn, the confidence interval expected for at least 95 of the samples would be expected to include the true population value.⁴³

51. Davis Research will likely need to attempt to contact every class member when conducting the second phase of surveying. If a survey is going to be conducted on the population, then a random sample of class members can be conducted at the onset of the survey. This will establish the random response rate and the random survey responses. These responses can be compared to the full sample responses to determine if there is any bias due to the full sample not being entirely random. This method will be utilized in this matter. I can determine the size of the random sample after Defendant produces the contact information for class members employed from 2019 to the present.

Recruit and Measure Sample

52. This phase of the project refers to implementation of the survey instrument to the survey participants. Based upon my recommendation, the law firm Cohen Milstein retained Davis Research to gather the survey responses.

53. To encourage participation, an incentive payment of \$20 was offered for completing the survey. The American Association of Public Opinion Research (AAPOR) lists incentive payments on their best practices guide:

⁴³ Diamond, Sheri Seidman, "Reference Guide on Survey Research," Federal Judicial Center, Reference Manual on Scientific Evidence, Third Edition, p.381.

Specific procedures designed explicitly to stimulate survey cooperation or participation should be considered, such as ... offering monetary (i.e., cash) or non-monetary (some other valued reward) incentives to encourage participation.⁴⁴

54. Davis Research has obtained nine survey responses to date. They reported considerable obstacles to contacting the potential survey respondents due to a large number of non-working telephone numbers that were provided by Defendant. There were only 60 individuals that could potentially be contacted via telephone. The total number that Davis Research was able to get on the telephone was fourteen. Davis Research subsequently sent 55 letters that asked individuals to contact the firm to take the survey via telephone. Only one individual responded to the letter and took the survey. See Exhibit C for the report of Bill Davis in this matter.

Code and Edit Data

55. The pilot survey responses were coded by Davis Research and sent to me in an Excel spreadsheet.

IV. Summary of Pilot Survey Responses

56. This section provides a summary of the survey responses to date. Due to the current sample size, no class-wide inference can be made regarding liability and damages from these responses. The conclusion that can be drawn from the pilot survey is that if class members can be contacted via telephone there is a high likelihood they will be able to provide responses to the survey questions. Therefore, the survey instrument will be administered in its current form if Defendant provide contact information for employees from 2019 to the present. With more recent

⁴⁴ American Association of Public Opinion Research, "Best Practices for Survey Research," <https://www.aapor.org/Standards-Ethics/Best-Practices.aspx>.

employees, the contact information is more likely to be accurate, and Davis Research should be able to significantly expand the sample size to a level where class-wide inferences could be drawn from the survey responses.

57. Table 1 shows an accounting of the type of work performed by the survey respondents.

Nine individuals reported working on the range with sheep. Six individuals reported working on the ranch during lambing season.

Table 1: Background Employment Questions

Question #	Question (Abbreviated)	Response	Number of Responses	Percent
1	Ranch in records matches ranch where employed?	Yes	11	100.0%
		No	0	0.0%
		DK / REF	0	0.0%
		Total	11	100.0%
2	Work as a shepard with sheep or goats?	Sheep	9	81.8%
		Goats	0	0.0%
		Other Livestock	2	18.2%
		Neither	0	0.0%
		DK / REF	0	0.0%
		Total	11	100.0%
4	Work at the ranch during lambing season?	Yes	6	60.0%
		No	4	40.0%
		DK / REF	0	0.0%
		Total	10	100.0%

Note: DK = Don't know answer to question. REF = Refused to answer question.

58. Table 2 shows the responses to the 24-hour time accounting questioning sequence for shepherds working on the range with a flock of sheep. The nine survey respondents⁴⁵ reported approximately 11.4 hours per day of working with the flock. The remaining 12.6 hours of the

⁴⁵ Although eleven individuals agreed to take the survey, two of them did not work with sheep or goats, but instead other livestock, and thus fell outside the scope of the claims in this case.

day were spent sleeping (7.7 hours), preparing and eating food (3.9 hours), bathing (0.8 hours) and leisure time (0.2 hours).

Table 2: Survey Responses Regarding Typical Workday on the Range with Flock

Question #	Question (Abbreviated)	Response	Average Hours Per Day
2	Hours per day?	Sleeping	7.72
		Preparing and eating food	3.89
		Bathing	0.78
		Leisure time	0.22
		Attending to flock	6.78
		Herd flock	2.11
		Bed down flock	0.83
		Guard flock	0.56
		Administer medicine	0.44
		Pack up camp	0.00
		Bring water to flock	0.39
		Other Work	0.28

	Total	24.00	

Note: DK = Don't know answer to question. REF = Refused to answer question.

Note: Results are based on nine survey responses. All respondents answered the full 24-hour time questioning sequence.

59. Table 3 shows an accounting of the survey responses for job duties during the time period when not actively attending to the flock. This questioning sequence is assessing the shepherd's responsibility for the flock during the categories noted above that sum to 12.6 hours per day (sleeping, preparing and eating food, bathing and leisure time). There are eight survey responses to all of these questions (except question 3 which has nine) because one individual terminated the survey after responding to question 3. Eight of the nine survey respondents to question 3 state that they would check on the flock if they heard a disturbance at night. The one survey respondent who stated they did not check on the flock is the individual that terminated the survey

after this question. The remaining eight survey participants all gave estimates of how frequently they checked on the flock at night and the responses ranged from “three to six nights a week” to “not very often, a few times a year.” These eight survey respondents also stated they would check on the flock if they heard a disturbance while eating, bathing, or resting and gave estimates of the frequency of being disrupted. The eight survey respondents also stated they felt they were responsible for the sheep no matter what they were doing. Three of the eight survey respondents stated they had left the flock to engage a personal activity and provided the frequency that this occurred. One responded stated “every day” and the other two stating “not very often, a few times a year.” Table 3 also shows the responses to questions about personal activities they may have engaged in and personal entertainment devices they may have had on the range.

Table 3: Survey Responses Regarding Job Duties When on the Range with the Flock

Question #	Question (Abbreviated)	Response	Number of Responses	Percent
3	If hear disturbance when sleeping, did you wake up and check on the sheep?	Yes	8	88.9%
		No	1	11.1%
		DK / REF	0	0.0%
			-----	-----
		Total	9	100.0%
3A	How frequently did this happen?	Every night	0	0.0%
		Three to six nights per week	2	25.0%
		Once or twice a week	3	37.5%
		Once a month	2	25.0%
		Not very often, a few times a year	1	12.5%
		DK / REF	0	0.0%
		Total	8	100.0%
3B	If hear disturbance when eating, bathing or resting; did you stop what you were doing and check on the sheep?	Yes	8	100.0%
		No	0	0.0%
		DK / REF	0	0.0%
		Total	8	100.0%
3B-1	How frequently did this happen?	Every day	0	0.0%
		Three to six days per week	1	12.5%
		Once or twice a week	4	50.0%
		Once a month	3	37.5%
		Not very often, a few times a year	0	0.0%
		DK / REF	0	0.0%
		Total	8	100.0%
3C	Always responsible for the sheep regardless of what you were doing?	Yes	8	100.0%
		No	0	0.0%
		DK / REF	0	0.0%
		Total	8	100.0%
3D	Ever leave flock and do personal activity for an hour or more?	Yes	3	37.5%
		No	5	62.5%
		DK / REF	0	0.0%
		Total	8	100.0%
3D-1	How frequently did this happen?	Every day	1	12.5%
		Three to six days per week	0	0.0%
		Once or twice a week	0	0.0%
		Once a month	0	0.0%
		Not very often, a few times a year	2	25.0%
		Never	5	62.5%
		DK / REF	0	0.0%
		Total	8	100.0%

Note: DK = Don't know answer to question. REF = Refused to answer question.

Table 3 continued: Survey Responses Regarding Job Duties When on the Range with the Flock

Question #	Question (Abbreviated)	Response	Number of Responses	Percent
3F	Did you every leave the flock and do the following?	Go into town	2	25.0%
		Go to a restaurant	1	12.5%
		Go to a store	1	12.5%
		None of the above	6	75.0%
		DK / REF	0	0.0%
		Total	8	
3F-1	How frequently did this happen?	Every day	0	0.0%
		Three to six days per week	0	0.0%
		Once or twice a week	1	12.5%
		Once a month	0	0.0%
		Not very often, a few times a year	1	12.5%
		Never	6	75.0%
		DK / REF	0	0.0%
		Total	8	100.0%
3G	Did you have any of the following when you were on the range?	Television	3	37.5%
		Cell phone for watching programs	4	50.0%
		None of the above	4	50.0%
		DK / REF	0	0.0%
		Total	8	

Note: DK = Don't know answer to question. REF = Refused to answer question.

60. Table 4 shows the responses to the 24-hour time accounting questioning sequence for working during lambing season. The six survey respondents reported approximately 13.5 hours per day of work. The remaining 10.5 hours of the day were spent sleeping (7.0 hours), preparing and eating food (2.6 hours), bathing (0.3 hours) and leisure time (0.6 hours).

Table 4: Survey Responses Regarding Typical Workday During Lambing Season

Table 4: Survey Responses Regarding Typical Tasks, Hours, and Location			
Question		Average Hours	
#	Question (Abbreviated)	Response	Per Day
4	Hours per day?	Sleeping	7.00
		Meal Preparation or eating	2.58
		Bathing	0.33
		Leisure time/doing anything I want	0.58
		Examine Animals for signs of illness	0.75
		Assist in lambing	7.08
		Assist in docking	0.00
		Shearing	1.33
		Other Work ¹	4.33

	Total	24.00	

Note: DK = Don't know answer to question. REF = Refused to answer question.

Note: Results are based on six survey responses. All respondents answered the full 24-hour time questioning sequence.

1. The majority of these hours were described by the survey participants as giving the sheep water and checking on them.

61. Table 5 shows an accounting of the survey responses for job duties during the time period when not performing typical lambing work. This questioning sequence is assessing the workers' responsibilities at the ranch or lambing area during the categories noted above that sum to 10.5 hours per day (sleeping, preparing and eating food, bathing and leisure time) and whether they could leave the ranch to engage in personal activities.

Table 5: Survey Responses Regarding Job Duties When at the Ranch During Lambing Season

Question #	Question (Abbreviated)	Response	Number of Responses	Percent
5B	Ever leave the ranch and do a personal activity?	Yes	0	0.0%
		No	6	100.0%
		DK / REF	0	0.0%
			-----	-----
		Total	6	100.0%
5D	Did you ever leave the ranch and do the following?	Go into town (Yes)	0	
		Go to a restaurant (Yes)	0	
		Go to a store (Yes)	0	
		None of the above	0	
		DK / REF	0	
5E	Did you have any of the following when you were at the ranch?	Television	3	50.0%
		Cell phone for watching programs	3	50.0%
		DK / REF	0	0.0%
			-----	-----
		Total	6	
5F	Did you have regular meal times?	Yes	5	83.3%
		No	1	16.7%
		DK / REF	0	0.0%
			-----	-----
		Total	6	100.0%
5F-1	Were your meals interrupted by work?	Yes	5	83.3%
		No	1	16.7%
		DK / REF	0	0.0%
			-----	-----
		Total	6	100.0%
5F-2	How frequently did this happen?	Every day	5	83.3%
		Three to six days per week	0	0.0%
		Once or twice a week	0	0.0%
		Once a month	0	0.0%
		Not very often, a few times a year	0	0.0%
		Never	1	16.7%
		DK / REF	0	0.0%
			-----	-----
		Total	6	100.0%
5G	Was your sleep interrupted by work?	Yes	0	0.0%
		No	6	100.0%
		DK / REF	0	0.0%
			-----	-----
		Total	6	100.0%
5H	Were you ever considered off duty?	Yes	0	0.0%
		No	6	100.0%
		DK / REF	0	0.0%
			-----	-----
		Total	6	100.0%

Note: DK = Don't know answer to question. REF = Refused to answer question.

V. Conclusion

62. Davis Research obtained nine survey responses for the pilot study. I cannot use these survey responses alone to offer expert opinions about class-wide liability and damages because the sample size is too small. However, an important conclusion can be drawn from the pilot study regarding expanding the sample size with future surveying. The survey participants were able to provide categories of work to account for all 24 hours in the day during a typical workday when on the range with the flock and at the ranch during lambing season. The survey participants were also able to provide information about their work responsibilities that can be used to assess whether they were engaged in compensable work even when not actively engaged in shepherding duties. Therefore, it can be inferred survey participants in this matter can provide information on the variables of interest in this matter. These variables of interest are (1) the typical number of hours worked per day on the range with the flock, (2) the typical number of hours worked per day during lambing season, and (3) whether they were on duty even when they were not actively performing their shepherding duties. The importance of this conclusion is that if Defendant produce contact information for employees for 2019 to the present, it is likely that a large enough sample size can be gathered to assess these variables of interest on a class-wide basis. The contact information provided by Defendant for employees from 2010 to 2018 will not yield any further survey responses.

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 7, PART 3

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Nevada State Bar No. 815

JOSE TAFOYA, ESQ.

Nevada State Bar No. 16011

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ATTORNEYS FOR RESPONDENT
WESTERN RANGE ASSOCIATION

63. I am prepared to testify to the contents of this report in deposition or at trial if called upon to do so. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 25, 2021 at Oakland, California.

A handwritten signature in black ink, reading "Jeffrey S. Petersen". The signature is written in a cursive, flowing style.

Jeffrey S. Petersen, Ph.D.

EXHIBIT A

JEFFREY S. PETERSEN

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7677 Oakport Street, Suite 610
Oakland, CA 94621

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FAX: (510) 382-1472
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EMPLOYMENT HISTORY

2003 – present	<i>Partner</i> Allman & Petersen Economics, LLC Oakland, California
2014 – present 1999 – 2001	<i>Adjunct Associate Professor of Economics</i> St. Mary's College Moraga, CA
1998 – 2003	<i>Senior Economist</i> U.S. Government Accountability Office (formerly the General Accounting Office) San Francisco, California
1999 – 2001	<i>Economics Instructor</i> Golden Gate University San Francisco, California
1995 – 1998	<i>Postdoctoral Fellow</i> University of California, Berkeley
1990 – 1995	<i>Research and Teaching Assistant</i> University of Utah Salt Lake City, Utah

EDUCATION

1996	Postdoctoral Training Program in Health Economics University of California, Berkeley
1995	Ph.D. in Economics, University of Utah
1989	B.A. in Economics, San Jose State University

PUBLICATIONS

Peer-Reviewed Book

“Carve-outs” in Workers’ Compensation: An Analysis of the Experience in the California Construction Industry, W.E. Upjohn Institute for Employment Research, Kalamazoo, MI 2003 (co-authored with David Levine, Frank Neuhauser, Richard Reuben, and Christian Etcheverria).

Peer-Reviewed Journal Articles

- “The Margin of Error on Damages Calculations Based on Sample Survey Data in Class Action Wage and Hour Cases,” *Journal of Legal Economics*, Volume 25, No. 1-2, September 2019 (co-authored with Phillip Allman).
- “The Effect of the Intent to Retire at Age 70 or Older on Work Life Expectancy,” *Journal of Legal Economics*, Volume 23, No. 2, April 2017 (co-authored with Phillip Allman).
- “Surveys in Class Action Wage and Hour Cases and the Use of Anonymous Respondents,” *Journal of Legal Economics*, Volume 22, No. 1, October 2015 (co-authored with Phillip Allman and William Lee).
- “Carve-Outs from the Workers Compensation System,” *Journal of Policy Analysis and Management*, 2002, Volume 21, No. 3, (co-authored with David Levine and Frank Neuhauser).
- “Health Care and Pension Benefits for Construction Workers: The Role of Prevailing Wage Laws,” *Industrial Relations*, 2000, Volume 39, No. 2.
- “A Comparison of Health Outcomes Among Older Construction and Blue-Collar Employees in the United States,” *American Journal of Industrial Medicine*, 1998, Volume 34, No. 3, (co-authored with Craig Zwerling).

Other Publications

- “The Margin of Error on Damages Calculations Based on Sample Survey Data in Class Action Wage and Hour Cases,” proceedings of the 2019 Allied Social Sciences Association, National Association of Forensic Economics Section (co-authored with Phillip Allman).
- “International Responses to an Aging Labor Force,” *Work Options for Mature Americans*. Teresa Ghilarducci and John Turner eds., Notre Dame, Indiana: University of Notre Dame Press, 2005. (co-authored with Charles Jeszeck, Anthony Defrank, Katherine Leavitt, Janice Peterson, Yunsian Tai, and Howard Wial).
- “Benefits vs. Wages: How Prevailing Wage Laws Affect the Mix and Magnitude of Compensation to Construction Workers,” in *The Economics of Prevailing Wage Laws*, Peter Philips and Hamid Azari eds., Ashgate Publishing, 2005. (co-authored with Erin Godtland).
- “Private and Public Sector Employment Policies to Extend the Labor Force Participation of Older Workers,” *Proceedings of the 55th Annual Industrial Relations Research Association Annual Conference*, 2003.
- “Return to Economic Productivity Following Acute Traumatic Injury: The Influence of Financial, Physical, and Psychosocial Factors,” *Proceedings of the American Association for the Surgery of Trauma Fifty-Ninth Annual Meeting*, 1999, (co-authored with Lara Papadakis, Diane Morabito, Herb Ochitill, Alicia Bocellari, and Robert Mackersie).

Portable Pensions for Casual Labor Markets: Lessons from the Operating Engineers Central Pension Fund, Quorum Books, Westport, CT, 1996 (co-authored with Teresa Ghilarducci, Garth Mangum, and Peter Philips).

Selected General Accounting Office Reports

“Older Workers: Policies of Other Nations to Increase Labor Force Participation,”
GAO-03-307, Feb. 2003

“Older Workers: Demographic Changes Pose Challenges for Employers and Workers,”
GAO-01-85, Nov. 2001

“Characteristics of Persons in Labor Force Without Pension Coverage,”
GAO/HEHS-00-131, Aug. 2000

“Social Security Reform: Implications of Raising the Retirement Age,”
GAO/HEHS-99-112, Aug. 1999

REVIEWER FOR PEER-REVIEWED JOURNALS AND BOOKS

Industrial Relations (University of California, Berkeley)

Perspectives (peer-reviewed section of the Social Security Bulletin)

Journal of Legal Economics

Palgrave Macmillan, Economics & Business Publications

The Earnings Analyst

PRESENTATIONS

“Wage and Hour Surveys: Assisting with the Liability Determination and Assessing Nonresponse Bias,”
32nd Annual Meeting of the American Academy of Economic and Financial Experts, April 2021.

“Statistical Evidence in Wage and Hour Class Actions Since Tyson Foods: Impact on Certification and Trial,” Webinar hosted by Strafford Publications, June 2020

“The Implications of Recent Legal Decisions for Survey Methodology in Class Action Wage and Hour Cases,” Annual Conference of the Pacific Chapter of the American Association for Public Opinion Research, San Francisco, CA, December 2019.

“Duran Duran: The Important Issues in the Two Duran Decisions for Surveys and Statistical Analysis,”
Western Economic Association Annual Conference, San Francisco, CA, June 2019.

“The Margin of Error on Damages Calculations in Class Action Wage and Hour Cases,” Allied Social Science Associations Annual Conference, National Association of Forensic Economics, Atlanta, GA, January 2019.

“Survey Design and Analysis in Class Action Wage and Hour Cases,” Annual Conference of the Pacific Chapter of the American Association for Public Opinion Research, San Francisco, CA, December 2018.

“Surveys in Class Action Wage and Hour Cases,” CLE Seminar, San Francisco, CA, October 2018.

“Using Surveys to Assess Damages in Class Action Wage and Hour Cases,” 30th Annual Meeting of the American Academy of Economic and Financial Experts, Las Vegas, NV, April 2018.

“Working to Age 70 or Older – How Much Does Intention Matter? Evidence from the Health and Retirement Study,” 28th Annual Meeting of the American Academy of Economic and Financial Experts, Las Vegas, NV, March 2016.

“Policies to Extend the Labor Force Participation of Older Workers” – Industrial Relations Research Association Section of the Allied Social Sciences Association Annual Meeting, Washington, DC, Jan. 2003.

Discussant for the panel “The Population Age 50-70 -- Past Trends and Future Projections” at the National Academy of Social Insurance conference on the Implications of an Aging Workforce for Income Security and Employee Benefits, Washington, D.C., Nov. 2001

“Raising the Eligibility Ages for Social Security Benefits: Work and Health Issues Associated with this Policy Change” - School of Public Policy, University of California, Los Angeles, Jan. 2001

“The Labor Market for Older Workers” - Bay Area Labor Economists Fall Workshop, Public Policy Institute of California, San Francisco, CA, Nov. 2000

"Raising the Eligibility Ages for Social Security Benefits: An Analysis of the Policy Implications"
- Association for Public Policy Analysis and Management Annual Research Conference, New York, NY, Oct. 1998.

"Carving Out Construction Employees from the Workers Compensation System in California: Putting Theory into Practice"
- Industrial Relations Research Association Section of the Allied Social Sciences Association Annual Meeting, Chicago, IL, Jan. 1998
- National Occupational Injury Research Symposium, National Institute of Occupational Safety and Health, Morgantown, WV, Oct. 1997

"Return to Work Following Acute Traumatic Injury"
- American Association for the Surgery of Trauma Annual Meeting, Boston, MA Sept. 1999
- National Occupational Injury Research Symposium, National Institute of Occupational Safety and Health, Morgantown, WV, Oct. 1997

"Health Care and Pension Benefits for Construction Workers: The Role of Prevailing Wage Laws"
- Health Economics Research Organization Section of the Allied Social Sciences Association Annual Meetings, New Orleans, LA, Jan. 1997

“Retirement from the Construction Industry” – University of California, Berkeley, Department of Demography, May 1995.

HONORS

Member of the Board of Directors, American Academy of Economic and Financial Experts	2017-2020
National Research Service Award, Public Health Postdoctoral Fellowship, U.S. Department of Health and Human Services	1995-1997
Outstanding Scholar Athlete Honor Roll, San Jose State University	1988-1989
NCAA Division I Tennis Team, San Jose State University	1987-1989

PROFESSIONAL ORGANIZATIONS

American Economic Association

National Association of Forensic Economics

American Academy of Economic and Financial Experts

American Association for Public Opinion Research

Western Economic Association International

ALLMAN & PETERSEN ECONOMICS, LLC

Phillip H. Allman, Ph.D.

Jeffrey S. Petersen, Ph.D.

Max Allman, MA, CFA

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FEE SCHEDULE (1/25/19)

(1) Economic research and analysis, report preparation, document review, office and client consultations, deposition preparation and trial preparation.¹

-- Ph.D. Economist	\$550 / hour
-- Senior Economist	\$375 / hour
-- Economist or CPA	\$250 / hour
-- Survey Administration	\$125 / hour

(2) Deposition testimony² \$650 / hour

(3) Arbitration and trial testimony³ \$650 / hour

(4) Travel time \$250 / hour

¹ Bills will be submitted periodically and are due upon presentation, not at the conclusion of the case.

² Payment for deposition testimony shall be paid in accordance with C.C.P. '2034 (i) (3) --i.e. payment of an expert's fees for the anticipated length of a deposition shall be paid at the commencement of his/her deposition, and any outstanding balance shall be paid within five days of receiving an itemized statement of the expert's services.

³ All invoices to date must be paid prior to trial testimony. In addition, an additional retainer must be paid prior to the trial testimony based upon the estimated invoice for the testimony.

Trial & Deposition List for Jeffrey S. Petersen (Last Four Years)

Case	Case Number	Jurisdiction	Date
Trials & Arbitrations			
Fernandez et al. v. Villas Papillon	RG13683606	Alameda	February, 2017
Shields et al. v. Security Paving Company	BC4922828	Los Angeles	September, 2017
Robinson Jr. et al. v. Open Top Sightseeing	4:14-CV-00852-PJH	Northern District of California	October, 2017
Yumul et al. v. Indus Investments et al.	BC565881	Los Angeles	April, 2018
Zarate v. Sungrow USA Corporation	01-18-0003-8025	American Arbitration Association	September, 2019
Depositions			
Fernandez et al. v. Villas Papillon	RG13683606	Alameda	February, 2016
Bowerman et al. v. Field Asset Services	CV 13-00057 WHO	Northern District of California	March, 2017
Bowerman et al. v. Field Asset Services	CV 13-00057 WHO	Northern District of California	June, 2017
Robinson Jr. et al. v. Open Top Sightseeing	4:14-CV-00852-PJH	Northern District of California	July, 2017
Ruiz et al. v. Jack in the Box	RG16807477	Alameda	August, 2017
Shields et al. v. Security Paving Company	BC4922828	Los Angeles	September, 2017
Pineda et al. v. Lithographix	BC612372	Los Angeles	January, 2018
Zarate v. Sungrow USA Corporation	01-18-0003-8025	American Arbitration Association	June, 2019
Dueker et al. v. CRST Expedited	2:18-cv-08751-FMO-FFM	Central District of California	September, 2019
Nevarez et al. v. Costco Wholesale Corp.	2:19-cv-03454-SVW-SKx	Northern District of California	January, 2020
Sephora Wage and Hour Cases	CGC-16-550894	San Francisco	June, 2020
Dhawan v. Regents of the Univ. of CA	RG18911598	Alameda	October, 2020
Van Bebber v. Dignity Health	1:19-cv-00264-DAD-EPG	Eastern District of California	October, 2020
Ayala v. UPS Supply Chain Solutions	5:20-cv-00117-PSG-AFM	Central District of California	February, 2021
Christensen v. Carter's Retail	8:20-cv-00776 JLS (KESx)	Central District of California	April, 2021
Nucci v. Rite Aid	19-CV-01434-LHK	Northern District of California	June, 2021
Crump v. Hyatt	4:20-cv-00295-HSG	Northern District of California	June, 2021

EXHIBIT B

Respondent Name: _____

Hello, may I please speak with [RESPONDENT NAME]? I am not selling anything.

IF THE PERSON WHO ANSWERS THE PHONE SAYS: “Who’s Calling”:

This is _____, I am with Davis Research calling to speak with [RESPONDENT FIRST NAME] about his/her work with Western Range and we are offering \$20 for completing a survey. I am not trying to sell you anything.

IF THE PERSON WHO ANSWERS THE PHONE SAYS: “Why are you calling? / Can you tell me what you are calling about?”:

We have been asked to conduct a survey by the lawyers who represent sheepherders who performed work for Western Range.

IF THERE IS NO ANSWER, LEAVE THE FOLLOWING VOICE MAIL:

Hello, I am _____ calling from Davis Research and I am not trying to sell you anything. I am calling to conduct a survey about employment issues at Western Range at the request of lawyers who represent the sheepherders. Please return my phone call at _____ so I can administer the survey to you. This survey should take approximately 20 minutes of your time. As a token of our appreciation we will send you \$20 for completing the survey.

ONCE RESPONDENT IS ON THE PHONE:

Hello, I am _____ calling from Davis Research. I am calling to conduct a survey about employment issues at Western Range at the request of attorneys who represent the employees. This survey should take approximately 20 minutes of your time. As a token of our appreciation we will send you \$20 for completing the survey.

This survey is part of a litigation matter and therefore I need your answers to be as accurate as possible. Your answers will not be anonymous and you may be questioned by the defendants about your answers. Therefore, take your time when responding to the questions. Even if you’re not completely sure of the exact answer to a question, please give me your best estimate. If you don’t know the answer to a question, it is okay to answer “I don’t know.” We simply need survey answers that are as accurate and honest as possible.

READ ONLY IF NEEDED: You will be represented free of charge by the lawyers for the employees should there be questions about your survey answers. This is not likely since there will be hundreds of individuals completing the survey. It is illegal for Western Range to take action against you for participating in this survey.

READ ONLY IF NEEDED IF RESPONDENT REQUESTS ANONYMITY: Your anonymity cannot be guaranteed. It is illegal for Western Range to take action against you for participating in this survey and the attorneys for the plaintiffs will represent you free of charge.

READ IF REFUSES TO TAKE SURVEY AND NOTE RESPONSE: It is very important to understand why you don't want to take the survey, can you please tell me your reason? Probe repeatedly, with question – is there another reason you don't want to take the survey? Keep asking question until respondent says “no other reason.”

This survey is going to start by asking you about the ranches you worked at. I need to confirm where you worked.

[FOR INPUT RANCH NAME – PLEASE INSERT RANCH NAME IN FIRST POSITION OR SECOND, THIRD OR FOURTH AS APPLICABLE]

1. Our records indicate you worked for the [INPUT RANCH NAME] in the past. Does that sound correct to you?

1. Yes

2. No [IF MULTI-RANCH =1, ASK Q1 AGAIN FOR RANCH 2, 3 OR 4 AS APPLICABLE, OTHERWISE, END INTERVIEW]

99. (DO NOT READ) Refused [END INTERVIEW]

NOTE TO PROGRAMMER: Create variable “MULTI RANCH” for individuals who worked at multiple ranches. Assign a “1” to individuals who worked at multiple ranches and a “0” to those who only worked at one ranch.

SKIP LOGIC:

- If Q1 = 1 and MULTI RANCH = 0 then read, “This survey only pertains to your work experience at [INPUT RANCH NAME] anytime between May 2010 through December 2018. If you worked as a shepherd any other time, please disregard those work experiences when answering the questions.” Then continue with Q2.
- If Q1 = 1 and MULTI RANCH = 1 then read, “This survey only pertains to your work experience at at [INPUT RANCH NAME] anytime between May 2010 through December 2018. We understand that you worked at other ranches and we will ask about those at the end of the survey.” Then continue with Q2.

2. Did you work as a shepherd with a flock of sheep or goats you were responsible for?

[IF RESPONDENT SAYS BOTH, ASK, “Well, did you work primarily with sheep or goats?”]

1. Yes, sheep
2. Yes, goats
4. Yes, other livestock
3. No

99. (DO NOT READ) Refused [END INTERVIEW]

SKIP LOGIC:

- If Q2 = 3; SKIP TO Q4

PROGRAMMING NOTE: If Q2 is 1, then no changes below, but if Q2 is 2, then replace the word “SHEEP” with “GOAT” for the balance of the survey. If Q2 is 4, then replace “SHEEP” with “LIVESTOCK”.

- If Q2 = 2, then “flock of sheep” becomes “goats”
- If Q2 = 2, then “sheep” becomes “goats”
- If Q2 = 4, then “flock of sheep” becomes “livestock”
- If Q2 = 4, then “sheep” becomes “livestock”

The next questions ask about your typical work day when you were a shepherd taking care of the flock of sheep. Typical means what you did on most work days when you were out on the range with the flock grazing. We will go thru an entire 24 hour day and I will ask you about all the different things you typically did.

[As needed for clarification]

We need to know the specific tasks and all of the different things you did during specific time frames to account for your entire 24-hour day. This would include time sleeping, eating, bathing, any personal time and then your specific work duties, which can be categories, such as guarding the flock, bringing water to the flock, herding the flock or rounding up strays – however best you see to describe what you are typically doing in a day on the range. We want you to be specific to the types of tasks and things you would do during a typical day.

[START Q2 LOOP. POPULATE VARIABLE START_TIME with 4:00 am. INCREMENT DATA IN A 24 HOUR LOOP IN 30 MINUTE INCREMENTS. ONCE YOU HAVE DATA FOR ALL 48 DATA POINTS, MOVE ON TO Q3.]

2A_X. [INITIAL: So let’s begin. When you worked as a shepherd on the range, what would you typically be doing at 4:00 am? [DO NOT READ CHOICES]

[ALL SUBSEQUENT: Now what typically were you doing at [INSERT NEXT TIME SLOT OPEN] [AS NEEDED] when you worked as a shepherd on the range? [AS NEEDED: Again, we need to account for all 24-hours and each hour of the day needs to have a general category of what you were typically doing.]

[INTERVIEWER: If more than one item mentioned, say, “I realize you may have been doing more than one thing, but what were you primarily doing at <INSERT TIME>?]

1. Sleeping

2. Preparing and eating food
3. Bathing or gathering water to bath
4. Leisure time / doing anything I wanted
5. Attend to flock grazing on range
6. Herd flock and round up strays
7. Bed down flock
8. Guard flock
9. Administer medicine or drenching
10. Pack up camp and move to new location
11. Bring water to flock
12. Other: code open ended response

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q2A = 98 or 99; SKIP TO Q3

2B_X. "When would you typically be done [INSERT 2A_X]?"

TIME OF DAY

___ : ___ AM/PM

[ROUND TO CLOSEST 30 MINUTE TIME. (e.g., 1:00 pm, 1:30 pm)]

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q2B_X = 98 or 99 ASK Q2B_X1
- IF ALL 24-HOURS ACCOUNTED FOR (48 DATA POINTS), THEN SKIP TO Q3, OTHERWISE GO BACK TO Q2A_X AND RESUME WITH NEXT TIME SLOT UNTIL ALL 24-HOURS ACCOUNTED FOR

2B_X1. "How long would you typically be [INSERT 2A_X] after [START_TIME]?"

ACTIVITY LENGTH

___ hours ___ minutes

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

NOTE TO INTERVIEWER:

Probe for best estimate if initially say “Don’t know” or “Refused”

NOTE TO PROGRAMMER:

Coding should calculate the interval such that the next question should be at the start of the next time interval.

SKIP LOGIC:

- If Q2B_X1 = 98 or 99; SKIP TO Q3
- IF ALL 24-HOURS ACCOUNTED FOR (48 DATA POINTS), THEN SKIP TO Q3, OTHERWISE GO BACK TO Q2A_X AND RESUME WITH NEXT TIME SLOT UNTIL ALL 24-HOURS ACCOUNTED FOR

I have more questions about your work duties when you were on the range with the flock.

3. If you were sleeping and heard a disturbance, did you get up and check on the sheep?

1. Yes
2. No

98. (DO NOT READ) Don’t know
99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q3 = 2, 98 or 99; SKIP TO Q3B

3A. How frequently did this happen? Would you say...

1. Every night
2. Three to six nights a week
3. Once or twice a week
4. Once a month
5. Not very often, a few times a year

98. (DO NOT READ) Don’t know
99. (DO NOT READ) Refused

3B. If you were preparing or eating food, bathing or resting and you heard a disturbance with the sheep, did you stop what you were doing and check on the sheep?

1. Yes
2. No

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q3B = 2, 98 or 99; SKIP TO Q3C

3B-1. How frequently did this happen? Would you say...

1. Every day
2. Three to six days a week
3. Once or twice a week
4. Once a month
5. Not very often, a few times a year

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

3C. Were you always responsible for the sheep regardless of what you were doing?

1. Yes
2. No

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q3C = 1, 98 or 99; SKIP TO Q3D

3C-1. On a typical workday, how many hours per day were you not responsible for the sheep?

CODE NUMBER OF HOURS [RANGE 0.5 TO 23.5]

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

3D. Did you ever leave the flock of sheep and do a personal activity for an hour or more?

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q3D = 2, 98 or 99; SKIP TO Q3F

3D-1. How frequently did this happen? Would you say...

1. Every day
2. Three to six days a week
3. Once or twice a week
4. Once a month
5. Not very often, a few times a year

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

3F. Did you ever leave the flock and do any of the following?
[SINGLE RESPONSE GRID QUESTION]

ROWS:

- a. Go into town
- b. Go to a restaurant
- c. Go to a store

COLUMNS:

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q3F = 2, 98 or 99 for all rows; SKIP TO Q3G

3F-1. [IF 2 OR MORE YES IN 3F SAY, How frequently did you go to each of these?

[IF ONLY 1 YES IN 3F SAY, “How frequently did you ...?” Would you say...
[SINGLE RESPONSE GRID QUESTION]

ROWS:

- a. Go into town [if 3FA = 1]
- b. Go to a restaurant [if 3FB = 1]
- c. Go to a store [if 3FC = 1]

COLUMNS:

- 1. Every day
- 2. Three to six days a week
- 3. Once or twice a week
- 4. Once a month
- 5. Not very often, a few times a year

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

3G. Did you have any of the following when you were on the range?
[SINGLE RESPONSE GRID QUESTION]

ROWS:

- a. Television
- b. Cell phone for watching programs you enjoy

COLUMNS:

- 1. Yes
- 2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

4. Did you work at the ranch during lambing season, or other times when you were not out by yourself grazing your flock, but instead with other shepherds and workers all together at the ranch?

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q4 = 2, 98, 99; SKIP TO Q6

The next questions ask about your typical work day when at the ranch working with other workers during lambing season or doing other work. Typical means work that occurred frequently and repeatedly. We will go thru an entire day and I will ask you about all the different things you typically did.

[AS NEEDED FOR CLARIFICATION]

As we did with the previous section, we need to know the specific tasks and all of the different things you did during specific time frames to account for your entire 24-hour day when at the ranch working with others during lambing season. As before, this would include time sleeping, eating, bathing, any personal time and then your specific work duties, which can be categories, such as assisting in lambing, assisting in docking, shearing or however best you see to describe what you are typically doing in a day on the range when working with others on the ranch. We want you to be specific to the types of tasks and things you would do during a typical day.

[START Q4A LOOP. POPULATE VARIABLE START_TIME with 4:00 am]

4A_X. [INITIAL: So let's begin. When you worked at the ranch with other workers, what would you typically be doing at 4:00 am? [DO NOT READ CHOICES]

[ALL SUBSEQUENT: Now what typically were you doing at [INSERT NEXT TIME SLOT OPEN] [AS NEEDED] when you worked at the ranch with other workers?" [AS NEEDED: Again, we need to account for all 24-hours and each hour of the day needs to have a general category of what you were typically doing.]

[INTERVIEWER: If more than one item mentioned, say, "I realize you may have been doing more than one thing, but what were you primarily doing at <INSERT TIME>?]

1. Sleeping
2. Meal preparation or eating
3. Bathing
4. Leisure time / doing anything I wanted

5. Examine animals for signs of illness
6. Assist in lambing
7. Assist in docking
8. Shearing
9. Other: code open ended response

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q4A = 98 or 99; SKIP TO Q5B

4B_X. "When would you typically be done [INSERT 4A_X]?"

TIME OF DAY
___ : ___ AM/PM

[ROUND TO CLOSEST 30 MINUTE TIME. (e.g., 1:00 pm, 1:30 pm)]

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q4B_X = 98 or 99 ASK Q4B_X1
- IF ALL 24-HOURS ACCOUNTED FOR (48 DATA POINTS), THEN SKIP TO Q5B, OTHERWISE GO BACK TO Q4A_X AND RESUME WITH NEXT TIME SLOT UNTIL ALL 24-HOURS ACCOUNTED FOR

4B_X1. "How long would you typically be [INSERT 2A_X] after [START_TIME]?"

ACTIVITY LENGTH
___ hours ___ minutes

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

NOTE TO INTERVIEWER:

Probe for best estimate if initially say "Don't know" or "Refused"

NOTE TO PROGRAMMER:

Coding should calculate the interval such that the next question should be at the start of the next time interval.

SKIP LOGIC:

- If Q4B_X1 = 98 or 99; SKIP TO Q5B
- IF ALL 24-HOURS ACCOUNTED FOR (48 DATA POINTS), THEN CONTINUE TO Q5B, OTHERWISE GO BACK TO Q4A_X AND RESUME WITH NEXT TIME SLOT UNTIL ALL 24-HOURS ACCOUNTED FOR

5B. Did you ever leave the ranch during lambing season and do a personal activity for an hour or more?

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q5B = 2, 98 or 99; SKIP TO Q5D

5B-1. How frequently did this happen?

1. Every day
2. Three to six days a week
3. Once or twice a week
4. Once a month
5. Not very often, a few times a year

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

5D. Did you ever leave the ranch during lambing season and do any of the following?
[SINGLE RESPONSE GRID QUESTION]

ROWS:

- a. Go into town
- b. Go to a restaurant
- c. Go to a store

COLUMNS:

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q5D = 2, 98 or 99 for all rows; SKIP TO Q5E

5D-1. [IF Q5D = 2 OR MORE YES: How frequently did you go to each of these?]

[IF Q5D = 1 OR YES: How frequently did you]

[SINGLE RESPONSE GRID QUESTION]

ROWS:

- a. Go into town [if 5DA = 1]
- b. Go to a restaurant [if 5DB = 1]
- c. Go to a store [if 5DC = 1]

COLUMNS:

1. Every day
2. Three to six days a week
3. Once or twice a week
4. Once a month
5. Not very often, a few times a year

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

5E. Did you have any of the following when you were at the ranch during lambing season?

[SINGLE RESPONSE GRID QUESTION]

ROWS:

- a. Television
- b. Cell phone for watching programs you enjoy

COLUMNS:

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

5F. Did you have regular times for meals at the ranch during lambing season?

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q5F = 2, 98 or 99; SKIP TO Q5G

5F-1. Were your meals ever interrupted by work during lambing season?

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q5F-1 = 2, 98 or 99; SKIP TO Q5G

5F-2. How frequently did this happen? Would you say...

1. Every day
2. Three to six days a week
3. Once or twice a week
4. Once a month
5. Not very often, a few times a year

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

5G. When you were at the ranch during lambing season, was your sleep ever interrupted by work?

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q5G = 2, 98 or 99; SKIP TO Q5H

5G-1. How frequently did this happen? Would you say...

1. Every night
2. Three to six nights a week
3. Once or twice a week
4. Once a month
5. Not very often, a few times a year

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

5H. When you were at the ranch during lambing season, did you have time periods where you were considered off duty?

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q5G = 2, 98 or 99; SKIP TO Q6

5I. Were your off duty time periods ever interrupted by work during lambing season?

1. Yes
2. No

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

SKIP LOGIC:

- If Q5I = 2, 98 or 99; SKIP TO Q6

5I-1. How frequently did this happen? Would you say...

1. Every day

2. Three to six days a week

3. Once or twice a week

4. Once a month

5. Not very often, a few times a year

98. (DO NOT READ) Don't know

99. (DO NOT READ) Refused

[IF MUTLI RANCH FIELD IS 1, ASK Q6 OTHERWISE SKIP TO TEXT BEFORE Q7.
FOR NEW RANCH FIELD – INSERT RANCH NAME IN SECOND POSITION OR
THREE OR FOUR AS APPLICABLE.]

6. Our records indicate you worked for [NEW RANCH – POSITION 2, 3 or 4]. Are the employment experiences you just told me about for [INPUT SURVEY RANCH POSITION ONE NAME] the same as your work experiences for [NEW RANCH– POSITION 2, 3 or 4]?

1. Yes [CHECK IF ADDITIONAL RANCHES AVAILABLE TO ASK ABOUT IN POSITION 3 OR 4, OTHERWISE SKIP TO TEXT BEFORE Q7]
2. No [CONTINUE WITH Q6A]

98. (DO NOT READ) Don't Know [CHECK IF ADDITIONAL RANCHES AVAILABLE TO ASK ABOUT IN POSITION 3 OR 4, OTHERWISE SKIP TO TEXT BEFORE Q7]

99. (DO NOT READ) Refused [SKIP TO TEXT BEFORE Q7]

Q6A. I would like to ask you the same questions again and have you answer them regarding your work for [NEW RANCH– POSITION 2, 3 or 4] and we will pay you an additional \$20. Can we begin the questions?

1. Yes, continue to ask questions about [NEW RANCH– POSITION 2, 3 or 4]
2. No, do not want to answer questions about [NEW RANCH– POSITION 2, 3 or 4]

[IF YES, GO BACK TO Q2A_X AND CONTINUE THROUGH 5I-1 AND ADD “NEW_2, NEW_3 or NEW_4” TO VARIABLE NAMES.]

[IF NO, PROCEED WITH TEXT BEFORE 7]

We are almost finished, I just have a few concluding questions that will be used for statistical purposes.

7. Please think about all the work experiences you have described for me during this survey. How sure are you that the answers you gave me accurately describe your work experiences at [INPUTE RANCH NAME]? [IF Q6A=1 ADD, ..."and [INSERT NEW RANCH]?"]

1. Not sure at all
2. Slightly sure
3. Moderately sure
4. Very sure
5. Completely sure

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

8. What is the highest level of education you have completed? [DO NOT READ CHOICES]

1. Less than grade level 5
2. Grade level 5-8
3. Grade level 9-11
4. High school diploma
5. More than high school

98. (DO NOT READ) Don't know
99. (DO NOT READ) Refused

9. What is your age?

[ENTER VALUE 16 TO 99 OR RF FOR REFUSED]

10. Prior to my call today, did you know anything about a lawsuit involving Western Range?

1. YES
2. NO
8. (DO NOT READ) Don't Know
9. (DO NOT READ) Refused

SKIP LOGIC:

- If Q10 = 2, 98 OR 99, SKIP TO CONCLUDING STATEMENT

11. Please tell me, in as much detail as you can, everything you can remember about the purpose of any lawsuit involving Western Range. I am going to type your answer as you speak it, so it would help me if you speak slowly while I type. Please don't tell me how you learned what you

know or who told you – just tell me what you know about the purpose of any lawsuit involving Western Range.

TYPE OPEN-ENDED ANSWER

[PROBE REPEADETLY “WHAT ELSE DO YOU REMEMBER ABOUT THE PURPOSE OF ANY LAWSUIT INVOLVING WESTERN RANGE?” UNTIL THE RESPONDENT SAYS “NOTHING”]

CONCLUDING STATEMENT: That’s all the questions I have for you. Thank you very much for your help. We would like to send you the \$20 (or \$40, \$60 or \$80 depending on numbers of times Q6A = 1). What would be the best way to send you the money?

- 01 MAIL CHECK (United States Address Only)
- 02 E-MAIL AMAZON GIFT CARD
- 03 PayPal
- 04 E-mail for arrangements
- 05 Other (Specify)
- 06 PREFER NOT TO RECEIVE

[IF E-MAIL]

What e-mail should we send that to?

[ENTER E-MAIL]

[IF MAIL CHECK]

To what address should we send the check? Please allow for up to three weeks for it to arrive.

[COLLECT FULL ADDRESS INFORMATION]

Thank you and have a good day/evening.

Nombre del encuestado: _____

Hola, ¿podría hablar con [NOMBRE DEL ENCUESTADO]? No le estoy vendiendo nada.

SI LA PERSONA QUE ATIENDE EL TELÉFONO DICE: "¿Quién habla?"

Mi nombre es _____, llamo en nombre de Davis Research para hablar con [NOMBRE DEL ENCUESTADO] acerca de su trabajo en Western Range y estamos ofreciendo \$20 por responder a una encuesta. Le quiero asegurar que no estamos tratando de venderle nada.

SI LA PERSONA QUE ATIENDE EL TELÉFONO DICE: "¿Por qué llama?" / ¿Podría decirme el motivo de su llamada?"

Nos han pedido hacer una encuesta de parte de los abogados que representan a los pastores que trabajan en Estados Unidos para Western Range.

SI NO ATIENDE NADIE, DEBE DEJAR EL SIGUIENTE MENSAJE DE VOZ:

Hola, mi nombre es _____ y llamo de parte de Davis Research, el motivo de la llamada no es venderle nada. Estoy llamando para hacer una encuesta sobre temas relacionados con el empleo en Western Range por pedido de los abogados que representan a los pastores. Le agradecería que me devuelva la llamada al _____ para poder realizar la encuesta con usted. La encuesta le tomará aproximadamente 20 minutos. Como muestra de agradecimiento, le enviaremos \$20 por responder a la encuesta.

UNA VEZ QUE EL ENCUESTADO ESTÉ EN EL TELÉFONO:

Hola, soy _____ y llamo en representación de Davis Research. Estoy llamando para hacer una encuesta sobre temas relacionados con el empleo en Western Range por pedido de los abogados que representan a los pastores. La encuesta le tomará aproximadamente 20 minutos. Como muestra de agradecimiento, le enviaremos \$20 por responder a la encuesta.

Esta encuesta es parte de un asunto de litigio y, por lo tanto, necesito que sus respuestas sean tan precisas como sea posible. Sus respuestas no serán anónimas y los demandados de Western Range podrían cuestionar sus respuestas. Por eso, tómese su tiempo para responder las preguntas. Aunque no esté completamente seguro de la exactitud de alguna respuesta, trate de responder de la mejor manera posible. Si no sabe la respuesta de alguna pregunta, está bien que diga que "no sabe". Simplemente necesitamos que las respuestas de la encuesta sean tan exactas y sinceras como sea posible.

LEER SOLO SI ES NECESARIO: En caso de que haya alguna pregunta sobre sus respuestas a la encuesta, será representado gratuitamente por los abogados laborales. Es poco probable que esto ocurra, dado que habrá cientos de personas respondiendo a la encuesta. Es ilegal que Western Range tome medidas contra usted por participar en esta encuesta.

LEER SOLO SI ES NECESARIO, SI EL ENCUESTADO QUIERE MANTENER SU ANONIMATO: No se puede garantizar que su identidad esté protegida. Es ilegal que Western Range tome medidas contra usted por participar en esta encuesta, además, los abogados que representan a los trabajadores que están demandando a la Western Range lo representarán gratuitamente.

LEER SI SE REHÚSA A RESPONDER LA ENCUESTA Y REGISTRAR LA RESPUESTA: Es muy importante saber por qué no desea responder a la encuesta, ¿sería tan amable de decirme sus motivos? **INTERVIEWER NOTE:** Responda repetidamente, preguntando: ¿Hay algún otro motivo por el cual no desea responder a la encuesta? Continuar preguntando hasta que el encuestado diga: "No hay ningún otro motivo".

La encuesta comenzará preguntándole sobre las granjas en las que trabajó. Necesito confirmar dónde trabajo y en qué fechas.

[INFORMACIÓN DE LA GRANJA – INGRESAR EL NOMBRE DE LA GRANJA EN LA PRIMERA, SEGUNDA, TERCERA O CUARTA POSICIÓN, SEGÚN CORRESPONDA]

1. Nuestros registros indican que usted trabajó para el [COLOQUE EL NOMBRE DEL RANCHO] en el pasado. ¿Eso le suena correcto?

1. Sí
2. No [TERMINAR ENTREVISTA]

99. (NO LEA) Rechazado [TERMINAR ENTREVISTA]

NOTA PARA EL PROGRAMADOR: cree la variable "MULTI FUNDO" para personas que hayan trabajado en varios fundos. Asígnele un "1" a las personas que hayan trabajado en varios fundos y un "0" a aquellos que solo han trabajado en un fundo.

LÓGICA DE EXCLUSIÓN:

- Si la P1 = 1 y MULTI FUNDO = 0 entonces lea, "Esta encuesta solo está relacionada a su experiencia laboral en [COLOQUE EL NOMBRE DEL FUNDO] en cualquier momento entre mayo de 2010 a diciembre de 2018. Si trabajó como pastor en cualquier otro momento, por favor no tenga en cuenta esas experiencias laborales al responder las preguntas". Luego continúe con la P2.
- Si la P1 = 1 y MULTI FUNDO = 1 entonces lea, "Esta encuesta solo está relacionada a su experiencia laboral en [COLOQUE EL NOMBRE DEL FUNDO] en cualquier momento entre mayo de 2010 a diciembre de 2018. Comprendemos que trabajó en otros fundos y le preguntaremos sobre eso al final de la encuesta". Luego continúe con la P2.

2. ¿Trabajó como pastor de un rebaño de ovejas o de cabras bajo su responsabilidad?

[SI EL ENCUESTADO RESPONDE AMBOS, PREGUNTAR: "Entonces, ¿trabajó principalmente con ovejas o cabras?"]

1. Sí, ovejas
2. Sí, cabras

4. Si, otro ganado
3. No

99. (NO LEER) No responde [FINALIZAR LA ENTREVISTA]

LÓGICA DE OMISIÓN:

- Si Q2 = 3; PASAR A Q4

NOTA DE PROGRAMACIÓN: Si Q2 es 1, sin cambios a continuación, pero si Q2 es 2, entonces reemplazar "OVEJA" por "CABRA" para una encuesta equilibrada.

- If Q2 =2, then "rebaño de ovejas" pasa a ser "cabras"
- If Q2 =2, then "ovejas" pasa a ser "cabras"
- If Q2 = 4, then "rebaño de ovejas" pasa a ser "ganado"
- If Q2 = 4, then "ovejas" pasa a ser "ganado"

Las siguientes preguntas son acerca de su día de trabajo habitual cuando era pastor a cargo de un rebaño de ovejas. "Habitual" significa lo que hacía la mayoría de los días de trabajo cuando estaba por la granja, haciendo pastar al rebaño. Repasaremos un día completo de 24 horas y le preguntaré sobre todas las diferentes cosas que hizo típicamente.

[COMENZAR BUCLE DE Q2. COMPLETAR LA VARIABLE START_TIME con 4:00 a. m. INCREMENTAR LOS DATOS EN UN BUCLE DE 24 HORAS, EN INCREMENTOS DE 30 MINUTOS. UNA VEZ QUE OBTENGA LOS DATOS DE LOS 48 PUNTOS DE DATOS, PASAR A Q3.]

2A_X. [INICIAL: Comencemos. Cuando trabajaba como pastor en el campo, ¿qué hacía típicamente a las 4:00 a. m.? [NO LEER LAS OPCIONES]

[TODAS LAS SIGUIENTES: Ahora bien, ¿qué solía hacer a [INSERTAR SIGUIENTE ESPACIO DE HORA ABIERTO] [SEGÚN SEA NECESARIO] cuando trabajaba como pastor en el campo?"

[ENTREVISTADOR: Si se menciona más de una labor, decir: "Entiendo que hacía más de una cosa, pero, ¿qué estaba haciendo principalmente a las <INSERTAR HORA>?"

1. Dormía
2. Preparaba la comida y comía
3. Se bañaba o juntaba agua para el baño
4. Tiempo libre / hacía lo que quería
5. Atendía al rebaño mientras pastaba en el campo
6. Reunía rebaños y juntaba a los animales descarriados
7. Hacía descansar al rebaño
8. Guardaba el rebaño

9. Administraba medicamentos o empapaba
10. Levantaba el campamento y se trasladaba a un nuevo lugar
11. Llevaba agua para el rebaño
12. Otro: codificar respuesta abierta

98. (NO LEER) No sabe
99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q2A = 98 o 99; PASAR A Q3

2B_X. “¿Cuándo terminaría típicamente? [INSERTAR 2A_X]?”

HORA DEL DÍA
___ : ___ A. M. / P. M.

[REDONDEAR EN 30 MINUTOS. (ejemplo: 1:00 p. m., 1:30 p. m.)]

98. (NO LEER) No sabe
99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q2B_X = 98 o 99 PREGUNTAR Q2B_X1
- SI SE COMPLETARON LAS 24 HORAS (48 PUNTOS DE DATOS), PASAR A Q3, DE LO CONTRARIO, VOLVER A Q2A_X Y RETOMAR CON EL SIGUIENTE ESPACIO HASTA COMPLETAR LAS 24 HORAS.

2B_X1. “¿Cuánto tiempo típicamente [INSERTAR 2A_X] después de [START_TIME]?”

DURACIÓN DE LA ACTIVIDAD
___ horas ___ minutos

98. (NO LEER) No sabe
99. (NO LEER) No responde

NOTA PARA EL ENTREVISTADOR:

Sondear mejor estimación si inicialmente dice: "No sé" o "No responde".

NOTA PARA EL PROGRAMADOR:

La codificación debe calcular el intervalo de manera que la siguiente pregunta quede al comienzo del siguiente intervalo de tiempo.

LÓGICA DE OMISIÓN:

- Si Q2B_X1 = 98 o 99; PASAR A Q3
- SI SE COMPLETARON LAS 24 HORAS (48 PUNTOS DE DATOS), PASAR A Q3, DE LO CONTRARIO, VOLVER A Q2A_X Y RETOMAR CON EL SIGUIENTE ESPACIO HASTA COMPLETAR LAS 24 HORAS.

Tengo unas preguntas más sobre sus tareas laborales cuando estaba en la granja con el rebaño.

3. Si cuando dormía escuchaba algún disturbio, ¿se levantaba para ir a ver cómo estaban las ovejas?

1. Sí
2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q3 = 2, 98 o 99; PASAR A Q3B

3A. ¿Con qué frecuencia ocurría algo así? Diría que...

1. Todas las noches
2. Tres a seis noches por semana
3. Una o dos veces a la semana
4. Una vez al mes
5. No ocurría a menudo, algunas veces al año

98. (NO LEER) No sabe

99. (NO LEER) No responde

3B. Si estaba preparando la cena o comiendo, bañándose o descansando y escuchaba un disturbio con las ovejas, ¿dejaba de hacer lo que estaba haciendo para ir a ver a las ovejas?

1. Sí
2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q3B = 2, 98 o 99; PASAR A Q3C

3B-1. ¿Con qué frecuencia ocurría algo así? Diría que...

1. Todos los días
 2. Tres a seis días por semana
 3. Una o dos veces a la semana
 4. Una vez al mes
 5. No ocurría a menudo, algunas veces al año
98. (NO LEER) No sabe
99. (NO LEER) No responde

3C. ¿Usted siempre era el responsable de las ovejas, sin importar qué estuviera haciendo?

1. Sí
 2. No
98. (NO LEER) No sabe
99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q3C = 1, 98 o 99; PASAR A Q3D

3C-1. En un día de trabajo típico, ¿cuántas horas por día usted no estaba a cargo del cuidado de las ovejas?

CODIFICAR NÚMERO DE HORAS [CLASIFICAR DE 0.5 A 23.5]

98. (NO LEER) No sabe
99. (NO LEER) No responde

3D. ¿Alguna vez dejó al rebaño de ovejas para hacer una actividad personal durante una hora o más?

1. Sí
2. No

- 98. (NO LEER) No sabe
- 99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q3D = 2, 98 o 99; PASAR A Q3C

3D-1. ¿Con qué frecuencia ocurría algo así? Diría que...

1. Todos los días
2. Tres a seis días por semana
3. Una o dos veces a la semana
4. Una vez al mes
5. No ocurría a menudo, algunas veces al año

- 98. (NO LEER) No sabe
- 99. (NO LEER) No responde

3F. ¿Alguna vez dejó al rebaño para ir a alguno de los siguientes lugares?
[PREGUNTA DE RESPUESTA ÚNICA]

FILAS:

- a. Ir a la ciudad
- b. Ir a un restaurante
- c. Ir a una tienda

COLUMNAS:

1. Sí
2. No

- 98. (NO LEER) No sabe
- 99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q3F = 2, 98 o 99 para todas las filas; PASAR A Q3G

3F-1. [SI 2 O MÁS SON SÍ EN 3F, DECIR: ¿Con qué frecuencia iba a cada uno de estos lugares?

[SI SOLO 1 ES SÍ EN 3F, DECIR: ¿Con qué frecuencia usted...?" Diría que...
[PREGUNTA DE RESPUESTA ÚNICA]

FILAS:

- a. Iba a la ciudad [si 3FA = 1]
- b. Iba a un restaurante [si 3FB = 1]
- c. Iba a una tienda [si 3FC = 1]

COLUMNAS:

- 1. Todos los días
- 2. Tres a seis días por semana
- 3. Una o dos veces a la semana
- 4. Una vez al mes
- 5. No ocurría a menudo, algunas veces al año

98. (NO LEER) No sabe

99. (NO LEER) No responde

- 3G. ¿Tenía alguno de los siguientes artículos cuando estaba en la granja?
[PREGUNTA DE RESPUESTA ÚNICA]

FILAS:

- a. Televisión
- b. Teléfono celular para ver programas que disfruta

COLUMNAS:

- 1. Sí
- 2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

4. ¿Trabajó en la granja durante la temporada de cría, o en otras ocasiones en las que no estaba solo pastando al rebaño, sino que estaba con otros pastores y trabajadores todos juntos en la granja?

- 1. Sí
- 2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q4 = 2; PASAR A Q6

Las siguientes preguntas son sobre un día típico de trabajo cuando estaba en la granja trabajando con otros trabajadores durante la temporada de cría o haciendo otra tarea. Típico significa trabajo que usted hacía de manera frecuente y repetida. Repasaremos un día completo y le preguntaré sobre todas las diferentes cosas que hizo típicamente.

[COMENZAR BUCLE DE Q4A. COMPLETAR LA VARIABLE START_TIME con 4:00 a. m.]

4A_X. [INICIAL: Comencemos. Cuando trabajaba en la granja con otros trabajadores, ¿qué hacía típicamente a las 4:00 a. m.? [NO LEER LAS OPCIONES]

[TODAS LAS SIGUIENTES: Ahora bien, ¿qué solía hacer a [INSERTAR SIGUIENTE ESPACIO DE HORA ABIERTO] [SEGÚN SEA NECESARIO] cuando estaba en la granja con otros trabajadores?"]

[ENTREVISTADOR: Si se menciona más de una actividad, decir: "Entiendo que hacía más de una cosa, pero, ¿qué estaba haciendo principalmente a las <INSERTAR HORA>?]

1. Dormía
 2. Preparaba la comida o comía
 3. Se bañaba
 4. Tiempo libre / hacía lo que quería
 5. Revisaba si los animales tenían algún signo de enfermedad
 6. Asistía con la cría
 7. Asistía a cortar o cercenar rabos
 8. Esquilaba
 9. Otro: codificar respuesta abierta
98. (NO LEER) No sabe
99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q4A = 98 o 99; PASAR A Q5B

4B_X. “¿Cuándo terminaba típicamente? [INSERTAR 2A_X]?”

HORA DEL DÍA
____ : ____ A. M. / P. M.

[REDONDEAR EN 30 MINUTOS. (ejemplo: 1:00 p. m., 1:30 p. m.)]

98. (NO LEER) No sabe
99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q4B_X = 98 o 99 PREGUNTAR Q4B_X1
- SI SE COMPLETARON LAS 24 HORAS (48 PUNTOS DE DATOS), PASAR A Q5B, DE LO CONTRARIO, VOLVER A Q4A_X Y RETOMAR CON EL SIGUIENTE ESPACIO HASTA COMPLETAR LAS 24 HORAS.

4B_X1. “¿Cuánto tiempo solía [INSERTAR 2A_X] después de [START_TIME]?”

DURACIÓN DE LA ACTIVIDAD

___ horas ___ minutos

98. (NO LEER) No sabe

99. (NO LEER) No responde

NOTA PARA EL ENTREVISTADOR:

Sondear la mejor estimación si inicialmente dice: "No sé" o "No responde".

NOTA PARA EL PROGRAMADOR:

La codificación debe calcular el intervalo de manera que la siguiente pregunta quede al comienzo del siguiente intervalo de tiempo.

LÓGICA DE OMISIÓN:

- Si Q4B_X1 = 98 o 99; PASAR A Q3
- SI SE COMPLETARON LAS 24 HORAS (48 PUNTOS DE DATOS), ENTONCES CONTINUAR CON Q5B, DE LO CONTRARIO, VOLVER A Q4A_X Y RETOMAR CON EL SIGUIENTE ESPACIO HASTA COMPLETAR LAS 24 HORAS.

5B. ¿Alguna vez dejó la granja durante la temporada de cría para hacer una actividad personal durante una hora o más?

1. Sí
2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q5B = 2, 98 o 99; PASAR A Q5D

5B-1. ¿Con qué frecuencia ocurría algo así?

1. Todos los días

2. Tres a seis días por semana
3. Una o dos veces a la semana
4. Una vez al mes
5. No ocurría a menudo, algunas veces al año

98. (NO LEER) No sabe

99. (NO LEER) No responde

5D. ¿Alguna vez dejó la granja durante la temporada de cría para hacer algo de lo siguiente?
[PREGUNTA DE RESPUESTA ÚNICA]

FILAS:

- a. Ir a la ciudad
- b. Ir a un restaurante
- c. Ir a una tienda

COLUMNAS:

1. Sí
2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q5D = 2, 98 o 99 para todas las filas; PASAR A Q5E

5D-1. [SI Q5D = 2 O MÁS ES SÍ: ¿Con qué frecuencia iba a cada uno de estos lugares?]
[SI Q5D = 1 O ES SÍ: ¿Con qué frecuencia usted...]
[PREGUNTA DE RESPUESTA ÚNICA]

FILAS:

- a. Iba a la ciudad [si 5DA = 1]
- b. Iba a un restaurante [si 5DB = 1]
- c. Iba a una tienda [si 5DC = 1]

COLUMNAS:

1. Todos los días
2. Tres a seis días por semana
3. Una o dos veces a la semana

4. Una vez al mes

5. No ocurría a menudo, algunas veces al año

98. (NO LEER) No sabe

99. (NO LEER) No responde

5E. ¿Tenía alguno de los siguientes artículos cuando estaba en la granja durante la temporada de cría?

[PREGUNTA DE RESPUESTA ÚNICA]

FILAS:

a. Televisión

b. Teléfono celular para ver programas que disfruta

COLUMNAS:

1. Sí

2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

5F. ¿Tenía un horario regular para comer en la granja durante la temporada de cría?

1. Sí

2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q5F = 2, 98 o 99; PASAR A Q5D

5F-1. ¿Alguna vez el trabajo interrumpía su hora de comer durante la temporada de cría?

1. Sí

2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q5F-1 = 2, 98 o 99; PASAR A Q5G

5F-2. ¿Con qué frecuencia ocurría algo así? Diría que...

1. Todos los días
2. Tres a seis días por semana
3. Una o dos veces a la semana
4. Una vez al mes
5. No ocurría a menudo, algunas veces al año

98. (NO LEER) No sabe

99. (NO LEER) No responde

5G. Cuando estaba en la granja durante la temporada de cría, ¿el trabajo alguna vez interrumpía sus horas de sueño?

1. Sí
2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q5G = 2, 98 o 99; PASAR A Q5H

5G-1. ¿Con qué frecuencia ocurría algo así? Diría que...

1. Todas las noches
2. Tres a seis noches por semana
3. Una o dos veces a la semana
4. Una vez al mes
5. No ocurría a menudo, algunas veces al año

98. (NO LEER) No sabe

99. (NO LEER) No responde

5H. Cuando estaba en la granja durante la temporada de cría, ¿había periodos en los que usted estaba fuera de servicio?

1. Si
2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q5G = 2, 98 o 99; PASAR A Q6

5I. ¿Alguna vez el trabajo interrumpía los periodos en los que usted estaba fuera de servicio durante la temporada de cría?

1. Sí
2. No

98. (NO LEER) No sabe

99. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q5I = 2, 98 o 99; PASAR A Q6

5I-1. ¿Con qué frecuencia ocurría algo así? Diría que...

1. Todos los días
2. Tres a seis días por semana
3. Una o dos veces a la semana
4. Una vez al mes
5. No ocurría a menudo, algunas veces al año

98. (NO LEER) No sabe

99. (NO LEER) No responde

[SI EL CAMPO MULTI RANCH (MÚLTIPLES GRAJAS) ES 1, PREGUNTAR Q6, DE LO CONTRARIO, SALTAR EL TEXTO HASTA Q7. PARA EL CAMPO DE GRANJA NUEVA – INGRESAR EL NOMBRE DE LA GRANJA EN LA SEGUNDA, TERCERA O CUARTA POSICIÓN, SEGÚN CORRESPONDA.]

6. Nuestros registros indican que usted trabajó para [GRANJA NUEVA – POSICIÓN 2, 3 o 4]. ¿La experiencia de trabajo sobre la que recién me contaba en [INGRESAR NOMBRE DE LA GRANJA DE LA POSICIÓN UNO] ha sido la misma experiencia que ha tenido en [GRANJA NUEVA – POSICIÓN 2, 3 o 4]?

1. Sí [CONTINUAR CON Q6A]
2. No [COMPROBAR SI HAY MÁS GRANJAS DISPONIBLES SOBRE LAS CUALES PREGUNTAR PARA LA POSICIÓN 3 O 4, SALTAR EL TEXTO HASTA Q7]

98. (NO LEER) No sabe [SALTAR EL TEXTO HASTA Q7]

99. (NO LEER) No responde [SALTAR EL TEXTO HASTA Q7]

- Q6A. Ahora, le haré las mismas preguntas de nuevo y le pido que responda con respecto a su trabajo en [GRANJA NUEVA – POSICIÓN 2, 3 o 4] y le pagaremos \$20 adicionales. ¿Comenzamos con las preguntas?

1. Sí, continuar con las preguntas sobre [GRANJA NUEVA – POSICIÓN 2, 3 o 4]
2. No, no quiere responder las preguntas sobre [GRANJA NUEVA – POSICIÓN 2, 3 o 4]

[SI DICE "SÍ", VOLVER A Q2A_X Y CONTINUAR DESDE 5I-1 Y AGREGAR "NEW_2, NEW_3 o NEW_4" A LOS NOMBRES DE LAS VARIABLES.]

[SI DICE "NO", SALTAR EL TEXTO HASTA 7]

Ya casi terminamos, ahora unas preguntas finales con fines estadísticos.

7. Piense en todas las experiencias de trabajo que describió durante la encuesta. ¿Qué tan seguro está de que las respuestas que me dio describen con precisión su experiencia laboral en [INGRESAR NOMBRE DE LA GRANJA]? [SI Q6A=1 AGREGAR, ... "y [INGRESAR NUEVA GRANJA]?"]

1. Nada seguro
2. Algo seguro
3. Bastante seguro
4. Muy seguro
5. Completamente seguro

98. (NO LEER) No sabe
99. (NO LEER) No responde

8. ¿Cuál es el más alto nivel de educación que ha completado? [NO LEER LAS OPCIONES]

1. Menos que 5.º grado
2. Grado 5.º a 8.º
3. Grado 9.º a 11.º
4. Diploma de la escuela secundaria
5. Más educación después de la escuela secundaria

98. (NO LEER) No sabe
99. (NO LEER) No responde

9. ¿Cuántos años tiene?

[INGRESAR UN VALOR DE 16 A 99 O RF SI NO RESPONDE]

10. Antes de mi llamada de hoy, ¿había escuchado algo acerca de la demanda relacionada con Western Range?

1. SÍ
2. NO
8. (NO LEER) No sabe
9. (NO LEER) No responde

LÓGICA DE OMISIÓN:

- Si Q7 = 2, 98 o 99, PASAR A LA DECLARACIÓN DE CIERRE

11. Por favor, dígame, con el mayor detalle posible, todo lo que pueda recordar sobre el propósito de alguna demanda involucrando Western Range. Voy a escribir su respuesta, así que me ayudaría

si habla lentamente mientras escribo. Por favor, no me diga cómo se enteró ni quién se lo conto, solo dígame lo que sabe sobre una demanda involucrando a Western Range.

RESPUESTA ABIERTA

[SEGUIR PREGUNTANDO: "¿QUÉ MÁS RECUERDA SOBRE EL PROPÓSITO DE CUALQUIER DEMANDA QUE INVOLUCRA A WESTERN RANGE?" HASTA QUE EL ENCUESTADO DIGA: "NADA"]

DECLARACIÓN DE CIERRE Estas son todas las preguntas que tenía para usted. Muchas gracias por su ayuda. Quisiéramos enviarle los \$20 (o \$40, \$60 u \$80 dependiendo de la cantidad de veces de Q6A = 1). ¿A qué dirección se los enviamos? Si actualmente está en los Estados Unidos, también puedo enviarle una tarjeta de regalo de Amazon, como alternativa. ¿Qué preferiría?

01 CHEQUE POR CORREO

02 TARJETA DE REGALO DE AMAZON POR E-MAIL

03 PREFIERE NO RECIBIR NADA

[SI ES E-MAIL]

¿A qué dirección de e-mail se la enviamos? Tenga en cuenta que la recibirá directamente de Amazon, por lo tanto, revise su carpeta de correo basura durante la próxima semana.

[INGRESAR E-MAIL]

[SI ES CHEQUE POR CORREO]

¿A qué dirección le enviamos el cheque por correo postal? Por favor espere hasta tres semanas para que llegue.

[RECOPIRAR LA INFORMACIÓN DE LA DIRECCIÓN COMPLETA]

Gracias y que tenga un buen día/buenas noches.

EXHIBIT C



26610 Agoura Road Suite 240, Calabasas, CA 91302
818-591-2408 | www.davisresearch.com

June 8, 2021

This report presents a summary of the survey methods used to conduct the Western Range survey of sheepherders. The survey was conducted via telephone by Davis Research, an independent public opinion research organization, with headquarters in Calabasas, California.

Davis Research was responsible for programming the questionnaires onto its computer-assisted telephone interviewing system, translating the survey into Spanish, pre-testing the survey instrument, sample management, data collection, data processing and the delivery of clean and fully documented data file at the conclusion of the project.

Study Design Plan

A total of 11 telephone interviews were conducted by Davis Research between December 30, 2020 and April 20, 2021. Respondents first confirmed that they worked for the ranch listed and were employed to be a sheepherder or caregiver for other animals such as goats. If respondents working during lambing seasons, additional questions were asked about that. The average interview length was 49 minutes and all surveys were conducted in Spanish. A total of four different staff members completed interviews on this project.

The questionnaire was programmed into our computer-assisted telephone interviewing (CATI) system. CATI offers numerous advantages when administering surveys by telephone. It controls the telephone scripts read to survey respondents by displaying each appropriate questionnaire item one at a time. The interviewer simply reads each question aloud over the telephone to the respondent and enters the answers given. CATI controls all skip patterns so that only the appropriate questions appear. The CATI program also performs various quality control functions by rejecting ineligible codes entered by an interviewer to any pre-coded question, and only allows answers within an acceptable range for permitting numeric



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responses. It also randomizes numbers and automatically brings numbers up to be called at different times of the day and different days of the week.

Interviewing Training Procedures

When hired, interviewers complete a training course and receive quarterly feedback. Additionally, they receive ongoing training and monitoring from our full-time quality assurance staff. The initial training covers standards outlined in the Marketing Research Association's code of research standards. This covers data validity, confidentiality, along with proper interviewing techniques, computer interface and system familiarity. Live monitoring of interviews was continuous by our dedicated quality assurance team, whose sole job responsibility is to monitor, train, and provide feedback directly to interviewers.

Prior to the start of data collection, all interviewers working on the study were required to attend a personal briefing session where specific calling procedures were described in detail. These sessions provided interviewers with an overview of the study and included a question-by-question review of all items included in the survey. The sessions reviewed recommended best-practice approaches for dealing with different interviewing situations, and provided specific instructions for the procedures to be followed when documenting the results of each call attempt, scheduling callbacks, and maintaining the survey's strict confidentiality procedures.

Contact Methods

A total of 383 records with telephone numbers were received. Respondents had up to six different telephone numbers, while most had between one and four numbers. We made up to 12 attempts per telephone numbers with the goal of reaching the named respondent. Calls were made at different times of the day and week to maximize response rate. Our calling efforts determined that a majority of the telephone numbers were not accurate. We reached 14 respondents, 11 completed most or all of the survey and 3 refused to participate. When called,



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some who answered asked us to call back, but ultimately were not able to reach the named respondent.

Those that we could not reach via telephone were sent international letters requesting they contact us. One person responded to the letter and completed the survey via telephone. No further survey respondents are expected to respond from the provided lists.

Following is a summary of our telephone contacts:

Disposition of Interview Attempts

	<i>Total</i>
<i>Total records Available</i>	383
<i>Total records attempted</i>	383
<i>Total completed Interviews</i>	11
<i>Refusals (Net)</i>	3
<i>Invalid Telephone Numbers / Wrong Numbers (Net)</i>	312
<i>Not available for duration of study (attempted)</i>	57
<i>COOPERATION RATE 2 (AAPOR)</i>	79%
<i>RESPONSE RATE 2 (AAPOR)</i>	15%

The calculated cooperation rate above includes refusals at any point in the survey. This percentage is within the normal and expected ranges for surveys of this type.

I am prepared to testify about all of the information contained in this report

A handwritten signature in black ink that reads "Bill Davis".

Bill Davis
Managing Member
Davis Research LLC
26610 Agoura Road Suite 240
Calabasas, CA 91302

EXHIBIT 56

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ABEL CÁNTARO CASTILLO on behalf of all
others similarly situated,

Plaintiff,

vs.

WESTERN RANGE ASSOCIATION,

Defendant.

Case No. 3:16-cv-00237-RCJ-CLB

Judge Robert C. Jones

**DECLARATION OF CHRISTINE E. WEBBER IN SUPPORT OF PLAINTIFF'S
MOTION FOR CLASS CERTIFICATION**

1. I am an attorney in good standing, admitted to the Bars of the District of Columbia and the State of Illinois. I was admitted *pro hac vice* to practice in the District of Nevada in the above captioned matter. I am a partner in the law firm of Cohen Milstein Sellers & Toll PLLC ("Cohen Milstein"). I am counsel for Plaintiff Abel Cántaro Castillo and the putative class members. The testimony set forth in this Declaration is based on first-hand knowledge, about which I could and would testify competently in open Court if called upon to do so.

2. I represent Plaintiffs, along with co-counsel. This declaration sets forth the qualifications and experiences of my law firm to serve as class counsel.

3. This declaration also presents background on the adequacy of Mr. Cántaro Castillo to serve as class representative.

4. My legal practice since 1993 has consisted almost exclusively of representing plaintiffs in employment and civil rights class actions, including employment discrimination and wage and hour cases. In particular, I served as lead counsel in *In re Tyson Foods FLSA MDL*,

(No. 07-md-1854, M.D. Ga.), a settled collective action involving FLSA claims of 17,000 workers at over 40 Tyson chicken processing plants. I was also lead or co-lead counsel in collective actions involving thousands of wage and hour claims in *Tomkins v. Amedisys*, (No. 3:12-cv-1082, D. Conn.); *Rindfleisch v. Gentiva Health Services*, (No. 10-cv-03288, N.D. Ga.); *White v. Publix Super Markets, Inc.*, (No. 14-cv-1189, M.D. Tenn.); and *Reynolds v. Fidelity Investments Institutional Operations Company*, (No. 18-cv-423, M.D.N.C.). I also served as counsel to the plaintiff class in *Keepseagle v. Vilsack*, where we obtained a \$760 million settlement on behalf of Native American farmers and ranchers who were denied loans or loan servicing by the USDA, and in *Dukes v. Walmart*, (No C-01-2252, N.D. Cal.), a nationwide sex discrimination suit certified on behalf of approximately 1.6 million women, prior to the Supreme Court's adverse ruling in 2011.

5. I believe our firm has the requisite skill and resources to properly prosecute this case. A description of Cohen Milstein's representative cases, along with the awards and recognitions that the firm has received, is attached to this Declaration as Ex. A.

6. I am aware of no conflicts of interest that would prevent me or my firm from zealously and aggressively pursuing the claims of the putative class.

7. My firm is co-counsel with the not-for-profit organization Towards Justice, which also has experience litigating wage and hour class actions. See the Declaration of Alex Hood. We have also associated with the Reno, Nevada based law firm Thierman Buck for this matter. The Thierman Buck firm has significant experience representing workers in wage and hour class actions, and is specifically knowledgeable with respect to Nevada wage and hour law, as described in greater detail in the declaration of Joshua Buck.

8. No conflicts exist between Mr. Cántaro Castillo and the class, as both have the

same interest in establishing their entitlement to be paid Nevada minimum wage for all hours worked.

9. Mr. Cántaro Castillo and his lawyers in this case have demonstrated throughout the litigation to date that they will act vigorously on behalf of the entire class of plaintiff-shepherders.

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

October 29, 2021

/s/Christine E. Webber
Christine E. Webber

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 7, PART 4

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ATTORNEYS FOR RESPONDENT
WESTERN RANGE ASSOCIATION

COHENMILSTEIN

About the Firm

Cohen Milstein Sellers & Toll PLLC fights corporate abuse by pursuing litigation on behalf of affected individuals, investors, whistleblowers, small businesses, and other institutions in lawsuits that have raised significant, challenging, and often novel legal issues. Cohen Milstein specializes in holding large corporations accountable for their actions, despite the fact that they often have significantly more resources at their disposal than those damaged by their misconduct.

Cohen Milstein is recognized as a premier law firm in the U.S. handling major, complex plaintiff-side litigation. With more than 100 attorneys in 10 practice areas in six offices across the country, including Washington, DC; Chicago, IL; New York, NY; Palm Beach Gardens, FL; Philadelphia, PA; and Raleigh, NC, Cohen Milstein is also recognized as one of the largest and most diversified plaintiffs' firms in the country.

We regularly litigate complex matters across a wide range of practice areas, including:

- Antitrust
- Civil Rights & Employment
- Complex Tort Litigation
- Consumer Protection
- Employee Benefits / ERISA
- Ethics and Fiduciary Counseling
- Human Rights
- Public Client
- Securities Litigation & Investor Protection
- Whistleblower/False Claims Act

Cohen Milstein is consistently lauded as one of the most successful plaintiffs' firms in the country.

Forbes has called us a "class action powerhouse."

Inside Counsel has dubbed us "[t]he most effective law firm in the United States for lawsuits with a strong social and political component."

In 2021, *The National Law Journal* and *The Trial Lawyer*, the official magazine of The National Trial Lawyers, named Cohen Milstein one of "America's Most Influential Law Firms." Similarly, *The American Lawyer* named the firm "National Boutique / Specialty Litigation Department of the Year – Finalist." *Chambers USA* recognized Cohen Milstein as a "Top Tier Firm" and "Leading Firm" in the areas of Antitrust, Products Liability and Securities Litigation, and for the third year in a row, Cohen Milstein has been named to *Law360's* "The Glass Ceiling Report: The Best Law Firms for Female Attorneys"

In 2020, *Law360* named Cohen Milstein "Practice Group of the Year – Class Actions," "Practice Group of the Year – Securities," "Practice Group of the Year – Life Sciences," and "Practice Group of the Year – Environmental."

In addition, our individual lawyers, many of whom hail from judicial clerkships, U.S. Department of Justice, and nationally renowned defense firms, are recognized as visionaries, leaders, and even "titans" in their areas of law, including by *Law360*, *Lawdragon 500*, *Chambers USA*, *Legal 500*, *The National Law Journal*, *Best Lawyers in America*, *Benchmark Litigation*, *Martindale-Hubbell* and *Super Lawyers*, among others.



Civil Rights & Employment

Cohen Milstein's Civil Rights & Employment practice includes civil rights and employment law visionaries and innovators, who have litigated landmark civil rights and employment disputes, including [*Keepseagle v. Vilsack* \(D.D.C.\)](#) and [*Dukes v. Walmart* \(N.D. Cal.\)](#) before the highest courts in the nation and who continue to actively shape civil rights and employment law in the United States. We have received numerous accolades for our work, including:

- Lawdragon 500 – [“Leading Plaintiff Employment Lawyers”](#) (2018 – 2021)
- *The National Law Journal* – [“Elite Trial Lawyer Award – Employment Rights – Finalist”](#) (2018, 2021)
- *The National Law Journal* – [“Elite Trial Lawyer Award – Civil Rights – Finalist”](#) (2021)
- *Legal 500* – [“Labor and Employment Disputes: Plaintiff”](#) (2018 – 2021)
- *Law360* – [“MVP – Employment Law”](#) (2018, 2021)
- *The American Lawyer* – [“A Giant of the Plaintiffs Bar”](#) (2017)

We bring an unshakeable commitment to serving our clients vigorously and passionately *for as long as the representation may require*.

Our Practice

We represent individuals from all walks of life and across all industries, including agriculture, entertainment, finance, healthcare services, manufacturing, retail, technology, transportation, and other “white collar,” “blue collar,” and “pink collar” industries.

- **Employees:** We represent employees at all levels of employment – across all industries – who have been subjected to discrimination and unlawful bias in the workplace or who have been denied pay for all of the work they performed.
- **Individuals:** We also represent groups of individuals who have been denied access to places of public accommodation, housing, and/or equal access to credit because of unlawful bias and discriminatory practices.

On behalf of our clients, we pursue civil rights and employment class actions in federal courts across the nation, including the U.S. Supreme Court, that often involve cutting-edge issues related to the Fair Labor Standards Act, Title VII, Equal Pay Act, Pregnancy Discrimination Act, Americans with Disabilities Act, Family and Medical Leave Act, as well as novel joint employer liability issues and procedural issues related to class certification and class arbitration.

The scope of our Civil Rights & Employment practice includes, but is not limited to:

Discrimination:

- Age
- Disabilities and reasonable accommodations
- Gender, pregnancy, and family responsibilities
- Race and national origin
- Sexual orientation

Wage and Hour:

- Donning and doffing
- Overtime
- Pre-shift and post-shift time
- Worker misclassifications
- Seasonal workers and H-2B visas

COHENMILSTEIN

Our People

Cohen Milstein's Civil Rights & Employment practice includes civil rights and employment rights leaders, visionaries, and innovators, who are actively shaping the law in the United States, including:

- [Joseph M. Sellers](#), Chair of the Civil Rights & Employment practice, is recognized as "A Giant of the Plaintiffs Bar" (*American Lawyer*, 2017). In addition to arguing seminal civil rights and employment class actions before the Supreme Court and successfully litigating many class action cases all the way through trial, he helped draft the Lily Ledbetter Fair Pay Restoration Act of 2009, the Civil Rights Act of 1991, and the Americans with Disabilities Act of 1990 – cornerstones of today's civil rights and employment laws.
- [Christine E. Webber](#), a "Best Lawyers in America," is the Co-Chair of National Employment Lawyers Association's Class Action Committee, the nation's leading employment rights law association. Ms. Webber is highly regarded for orchestrating large, data intensive class and collective actions.
- [Kalpana Kotagal](#), winner of *Law360's* 2018 "Employment MVP", is the co-author of the Inclusion Rider, a seminal employment contract addendum, made famous by Oscar-winning actress Frances McDormand in her 2018 Best Actress acceptance speech, that facilitates greater diversity hiring practices.
- [Anita F. Hill](#), whose role in ending workplace harassment is nothing less than historic. In 1991, Ms. Hill, then the former Special Assistant to the Chairman, Equal Employment Opportunity Commission, and Special Counsel to the Assistant Secretary of the Department of Education's Office for Civil Rights, testified before Congress on the discriminatory and sexually harassing behavior of her former EEOC and DOE supervisor and then Supreme Court Justice nominee, Clarence Thomas. Ms. Hill continues her public advocacy work and is also a University Professor at Brandeis University.
- [D. Michael Hancock](#) is the former Assistant Administrator for the U.S. Department of Labor's (DOL) Wage and Hour Division. As a senior DOL employee for 20 years, he has helped enforce a wide range of workplace protections, from minimum wage, overtime, child labor and the Family Medical Leave Act, to guest worker and other employment-based immigration programs.

Our Cases

We have litigated some of the largest, most significant civil rights and employment matters in recent U.S. history, including:

- [Keepseagle v. Vilsack \(D.D.C.\)](#): A more than decade-long, nationwide class action on behalf of Native American farmers and ranchers against the U.S. Department of Agriculture for its systematic race-based discrimination and denial of access to low-interest rate government loans, resulting in a historic settlement of \$760 million.
- [Dukes v. Walmart \(N.D. Cal.\)](#): A high-profile gender-based discrimination class action involving more than 1.6 million women that went up to the Supreme Court in 2011 and further defined class action law. The litigation continues and was profiled in the May 2019 issue of TIME,

COHENMILSTEIN

["Nearly Two Decades Ago, Women Across the Country Sued Walmart for Discrimination. They're Not Done Fighting."](#)

We have helped conceive of ground-breaking innovations to help foster diversity, equity, and inclusion:

- [**The Inclusion Rider:**](#) A novel contractual hiring addendum made famous by Frances McDormand in her 2018 Best Actress acceptance speech. The addendum stipulates that an employer tackle implicit bias of minorities in its hiring process by interviewing or auditioning minorities for open employment opportunities so that the work place (and the products or services rendered), authentically reflect the world in which we actually live, while protecting creative sovereignty.

We continue to pursue novel, cutting-edge work in civil rights and employment litigation, including:

Employment Class Actions

- [**Breen v. Chao \(D.D.C.\):**](#) On April 28, 2021, the Department of Transportation and Federal Aviation Administration agreed to a record-breaking \$43.8 million settlement to end a 16-year-old lawsuit alleging discrimination against 670 former Flight Service Specialists who live in nearly all 50 states. The settlement, the largest ever reached in an age discrimination lawsuit involving the federal government, concludes this litigation. Cohen Milstein and co-counsel represented of Flight Service Specialists in this age discrimination lawsuit.
- [**Alvarez et al. v. Chipotle Mexican Grill Inc. \(D.N.J.\):**](#) On February 26, 2021, Chipotle Mexican Grill agreed to a \$15 million settlement to resolve novel wage-and-hour claims brought by Chipotle apprentices across the country. The case followed a new rule issued by the Obama Administration that expanded overtime eligibility, and it claimed this rule went into effect notwithstanding an injunction enjoining the Department of Labor from enforcing it. The settlement is pending court approval.
- [**Sanchez et al. v. McDonald's Restaurants of California Inc. \(Sup. Ct. of Cal., Los Angeles Cnty.\):**](#) On October 7, 2020, the Court granted final approval of a \$26 million settlement in this precedent-setting Private Attorneys General Act (PAGA) wage-and-hour class action bench trial. As a part of the settlement, McDonald's has agreed to revise some of its timekeeping practices and provide training sessions on wage policies for managers and hourly workers at corporate-run restaurants in California. Cohen Milstein and co-counsel represented the hourly, non-managerial workers at corporate-owned McDonald's restaurants throughout California.
- [**Jock et al. v. Sterling Jewelers Inc. \(AAA; S.D.N.Y.\):**](#) A Title VII and Equal Pay Act class action against one of the largest jewelry retailers in the U.S., whose CEO resigned in July 2017 following extensive, front page press coverage of not only the lawsuit, but evidence of executive-level sexual misconduct toward women. The case was also the subject of an April 2019 *New York Times* Magazine cover story, ["The Company That Sells Love to America Had a Dark Secret."](#)
- [**Ralph Talarico v. Public Partnerships \(E.D. Pa.\):**](#) A FLSA collective action affecting more than 10,000 "direct care" workers and involving novel questions about when a company is a third-party joint employer and therefore liable to direct care workers.

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- [*MVP Staffing Cases \(N.D. Ill.\)*](#): A series of race-based employment discrimination class actions against Personnel Staffing Group dba MVP Staffing, a national temporary job placement company. Plaintiffs, all of whom are African American, claim that MVP's offices in Cicero, IL colluded with at least seven of its clients to prevent African-American workers from working at their plants and companies. All cases involve novel joint-employer issues.
- [*Cynthia Allen, et al. v. AT&T Mobility Services LLC \(N.D. Ga.\)*](#): Cohen Milstein and the American Civil Liberties Union's Women's Rights Project are litigating a putative Title VII employment discrimination class action against AT&T Mobility LLC for violating the Pregnancy Discrimination Act, an amendment to Title VII of the Civil Rights Act of 1964, as well as individual Title VII, Americans with Disabilities Act, and Family and Medical Leave Act claims.

Civil Rights Class Actions

- [*Gender-Affirming Surgery Coverage by Aetna*](#): With the Transgender Legal Defense & Education Fund, Cohen Milstein led a pivotal access-to-healthcare class action on behalf of four transgender women. On January 26, 2021, Aetna, one of the largest health insurance companies in the United States, agreed to expand its coverage to include gender-affirming surgery, including, in this matter, breast augmentation. As a part of the pre-litigation agreement, TLDEF and Cohen Milstein worked with Aetna to update its clinical policy bulletin to cover such medically necessary surgery for transfeminine members.
- [*National Association of the Deaf Litigation v. Harvard and MIT \(D. Mass.\)*](#): In February 2020 and July 2020, Cohen Milstein and co-counsel successfully settled two groundbreaking class actions on behalf of deaf and hearing-impaired individuals. The landmark settlements are historic because they require two of the most lauded academic research institutions in the world to include closed captioning on all content, including videos and podcasts, available to the public online, establishing a precedent for academia and business worldwide.
- [*Stanley, et al. v. BarBri, Inc. \(N.D. Tex.\)*](#): An American with Disabilities Act and Chapter 121 of the Texas Human Resources class action against BarBri, Inc. – host of the country's largest attorney bar exam preparation course. Plaintiffs, all of whom are blind law students, claim that critical components of BarBri's bar exam prep offerings, including its mobile application, website and course materials, are not accessible to blind or sight impaired law students. In January 2018, BarBri agreed to change their practices as a part of a settlement.
- [*Long Island Housing Services, Inc. v. NPS Holiday Square LLC \(E.D.N.Y.\)*](#): A Fair Housing Act, New York State Human Rights Law, and Suffolk County Human Rights Law class action against NPS Property Corporation, a prominent Long Island-area property management company operating at least nine apartment complexes in Suffolk County. Plaintiffs, Long Island Housing Services, Suffolk Independent Living Organization, and individuals with disabilities, claim NPS intentionally and systemically discriminates against people with disabilities and those who rely on subsidized sources of income due to their disabilities.

COHENMILSTEIN



Christine E. Webber, Partner

Washington, DC

t: 202.408.4600

f: 202.408.4699

cwebber@cohenmilstein.com

Practice Areas

- Civil Rights & Employment

Admissions

- District of Columbia
- Illinois

Education

- University of Michigan Law School, J.D., *magna cum laude*, Order of the Coif, 1991
- Harvard University, A.B., *magna cum laude*, 1988

Clerkships & Fellowships

- Fellow, Women's Law & Public Policy, Washington Lawyers' Committee for Civil Rights and Urban Affairs Equal Employment Opportunity Project
- Clerk, the Hon. Hubert L. Will, U.S. District Judge for the Northern District of Illinois

Christine E. Webber is a Partner at Cohen Milstein and a member of the Civil Rights & Employment practice group. In this role, Ms. Webber represents victims of discrimination and wage and hour violations in class and collective actions.

Ms. Webber is a tenacious, hands-on litigator, highly-regarded for her ability to organize large, high-profile class and collective actions and work closely with economic and statistical experts on developing sophisticated statistical analyses of class claims.

Ms. Webber has had the honor of representing clients in some of the largest, groundbreaking discrimination and Fair Labor Standards Act (FLSA) class and collective actions in the United States, including *Keepseagle v. Vilsack* (D.D.C.), a historic nationwide race-based discrimination class action brought by Native American ranchers and farmers against the United States Department of Agriculture (USDA). The landmark \$760 million settlement required the USDA to pay \$680 million in damages to thousands of Native Americans, to forgive up to \$80 million in outstanding farm loan debt and to improve the farm loan services the USDA provides to Native Americans. Ms. Webber was lead counsel in *In re Tyson Foods FLSA MDL* (M.D. Ga.), a collective action involving FLSA claims at over 40 Tyson chicken processing plants, which ultimately resolved the claims of 17,000 chicken processing workers who had been denied compensation for donning and doffing required safety and sanitary equipment; and *Hnot v. Willis Group Insurance* (S.D.N.Y.), where she represented a class of women vice presidents in Willis' Northeast region, who complained of discrimination with respect to their salary and bonuses. This "glass ceiling" case settled in 2007 for \$8.5 million plus attorneys' fees, a record-breaking average payment of \$50,000 per woman. Ms. Webber continues the fight in *Dukes v. Wal-Mart* – a nationwide pay and promotion sex discrimination class action that went to the U.S. Supreme Court in 2011 and addressed standards for class certification in employment discrimination matters.

Ms. Webber is currently leading several high-profile class and collective actions, including:

- ***Bird, et al. v. Barr* (D.D.C.):** Ms. Webber is leading a high-profile putative class action of women who suffered systemic discrimination on the basis of sex when they were terminated from the Federal Bureau of Investigation's Basic Training program for new agents and intelligence analysts.

COHENMILSTEIN

- **CFHC, et al. v. CoreLogic Rental Property Solutions (D. Conn.):** Ms. Webber represents the Connecticut Fair Housing Center and Carmen Arroyo in a cutting-edge legal challenge to CoreLogic's algorithmic background check system which has an allegedly adverse impact on African-American and Latinos seeking tenant housing. In August 2020, the district court denied CoreLogic's motion for summary judgement regarding Plaintiffs' standing and Plaintiffs' claims of race and national origin discrimination in violation of the Fair Housing Act.
- **Reynolds et al v. Fidelity Investments Institutional Operations Company (M.D.N.C.):** Ms. Webber successfully negotiated a settlement of a nationwide FLSA class action involving thousands of employees at Fidelity Investments Institutional Operations Company, Inc. call centers who were not paid overtime for mandatory pre-shift work. The court granted final approval to the settlement in January 2020.
- **Ralph Talarico v. Public Partnerships, LLC (E.D. Pa.):** Ms. Webber is leading a conditionally certified collective action of more than 4,900 past and present "direct care" workers, who provide home care for individuals with disabilities, for denied overtime wages. The case involves novel joint employer issues which are currently pending before the Third Circuit.
- **Castillo, et al. v. Western Range Association (D. Nev.):** Ms. Webber is also representing a putative class of shepherds hired from Peru and Chile, who allege that Western Range Association, which brought the plaintiffs into the U.S. to work as herders through the H-2A visa program, grossly underpaid them, in violation of Nevada law.
- **Dukes v. Walmart (federal courts nationwide):** Ms. Webber is coordinating lawsuits across the country on behalf of over 200 women with individual pay and promotion sex-discrimination claims against Walmart, following decertification of a class. Additionally, she is representing over 800 women who still have charges pending before the EEOC. This novel approach is the latest step in addressing the merits of this massive discrimination lawsuit, which went up to the Supreme Court in 2011.

For her tireless work, Ms. Webber was the recipient of the 2019 Roderic V.O. Boggs award for her sustained commitment to the Washington Lawyers' Committee for Civil Rights and Urban Affairs, and she has been recognized by Lawdragon 500 Leading Plaintiff Employment Lawyers (2018 – 2020), *The Best Lawyers in America* (2018-2021), and Super Lawyers (2007, 2012 – 2020).

Prior to joining Cohen Milstein in 1997, Ms. Webber received a Women's Law and Public Policy fellowship which funded the first of her four years at the Washington Lawyers' Committee for Civil Rights and Urban Affairs in their Equal Employment Opportunity Project. There, she worked on employment discrimination cases, focusing in particular on the sexual harassment class action *Neal v. Director, D.C. Department of Corrections, et al.* (D.D.C.). Ms. Webber participated in the trial of this groundbreaking sexual harassment class action in 1995. Ms. Webber also tried the race discrimination case *Cooper v. Paychex* (E.D. Va.), and successfully defended the plaintiffs' verdict before the Fourth Circuit.

Ms. Webber is co-chair of the National Employment Lawyers' Association's Class Action Committee, the nation's pre-eminent employee-side legal association, a position she has held since 1999. She speaks and writes frequently on employment discrimination, wage and hour issues, and class actions.

Ms. Webber attended Harvard University, graduating *magna cum laude*, with an A.B. in Government, and earned her J.D., *magna cum laude*, Order of the Coif, at the University of Michigan Law School. Following law school, she clerked for the Honorable Hubert L. Will, United States District Judge for the Northern District of Illinois.

EXHIBIT 57

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ABEL CÁNTARO CASTILLO on behalf of all
others similarly situated,

Plaintiff,

vs.

WESTERN RANGE ASSOCIATION,
Defendant.

Case No. 3:16-cv-00237-RCJ-CLB

Judge Robert C. Jones

DECLARATION OF ALEXANDER HOOD IN SUPPORT OF PLAINTIFF'S MOTION
FOR CLASS CERTIFICATION

1. I am an attorney in good standing, admitted to the Bar of the State of Colorado. I was admitted *pro hac vice* to practice in the District of Nevada in the above captioned matter. The testimony set forth in this Declaration is based on first-hand knowledge, about which I could and would testify competently in open Court if called upon to do so.

2. I am counsel for the Plaintiff Abel Cántaro Castillo in the above-captioned action.

3. I graduated from Williams College in 2002 and received my law degree from Boston College Law School in 2010.

4. I have been practicing law since 2010.

5. I am one of two founding attorneys at Towards Justice, a non-profit law firm based in Denver and dedicated to representing low wage workers. *See* www.towardsjustice.org.

6. From my work as an attorney at Towards Justice, I have extensive experience representing non-immigrant visa workers like Mr. Cántaro Castillo.

7. I represented tens of thousands of J-1 Visa workers in a price-fixing, fraud, and wage and hour class action that resulted in a \$65.5 million settlement. *See*, Sara Randazzo, *Au Pairs Reach \$65.5 Million Settlement Over Wages*, Wall St. Jour., Jan. 9, 2019, <https://www.wsj.com/articles/au->

1 pairs-reach-65-5-million-settlement-over-wages-11547075052. Towards Justice has also successfully
2 prosecuted many other successful wage and hour class actions on behalf of immigrant guest workers.
3 *See, e.g.*, Neil Vigdor, Workers at Exclusive Montana Resort Reach \$1 Million Wage Settlement, N.Y.
4 Times (Apr. 27, 2021), [https://www.nytimes.com/2021/04/27/us/yellowstone-club-jamaican-wages-](https://www.nytimes.com/2021/04/27/us/yellowstone-club-jamaican-wages-settlement.html)
5 [settlement.html](https://www.nytimes.com/2021/04/27/us/yellowstone-club-jamaican-wages-settlement.html) (class action settlement for Jamaican H-2B visa workers).

6 8. Specifically relevant to this case, I have extensive experience representing H-2A
7 shepherders in individual cases and class actions. *See, e.g., Martinez Vasquez v. Leonard Farms and*
8 *Livestock, LLC*, 13-cv-0045 (D. Colo.); *Llacua v. Western Range Association*, 15-cv-01889 (D. Colo.);
9 *Hispanic Affairs Project v. Perez*, 15-cv-01562 (D.D.C.); *Vilchez Tacza v. Hayre-Harter Ranches,*
10 *LLC*, 2016cv00774 (W.D. Tx.).

11 9. I am aware of no conflicts of interest that would prevent me or my firm from
12 zealously and aggressively pursuing the claims of the putative class.

13 10. Mr. Cántaro Castillo has worked with counsel through this litigation, spending
14 extensive time assisting with developing the facts of the case, responding to written discovery, and
15 sitting for his deposition.

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

17
18
19 October 26, 2021

s/Alexander Hood
Alexander Hood

EXHIBIT 58



JIM GIBSONS
Governor

DMANNE CORNWALL
Director

MICHAEL TANCHEK
Labor Commissioner

STATE OF NEVADA
Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER

675 Fairview Drive Suite 226
Carson City, Nevada 89701
Telephone (775) 687-4850 Fax (775) 687-6409

STATE OF NEVADA
MINIMUM WAGE
2009 ANNUAL BULLETIN
APRIL 1, 2009

PURSUANT TO ARTICLE 15, SECTION 16(A) OF THE CONSTITUTION OF THE STATE OF NEVADA, THE GOVERNOR HEREBY ANNOUNCES THAT THE FOLLOWING MINIMUM WAGE RATES SHALL APPLY TO ALL EMPLOYEES IN THE STATE OF NEVADA UNLESS OTHERWISE EXEMPTED. THESE RATES SHALL BECOME EFFECTIVE ON JULY 1, 2009.

FOR EMPLOYEES TO WHOM QUALIFYING HEALTH BENEFITS HAVE BEEN
MADE AVAILABLE BY THE EMPLOYER:

NO LESS THAN \$6.55 PER HOUR

FOR ALL OTHER EMPLOYEES:

NO LESS THAN \$7.55 PER HOUR

Copies may also be obtained from the Labor Commissioner's Offices at

675 Fairview Drive, Suite 226
Carson City, Nevada 89701
(775) 687-4850

or

555 East Washington, Suite 4100
Las Vegas, Nevada 89101
(702) 486-2650

EXHIBIT 59



JIM GIBBONS
Governor

MENDY ELLIOTT
Director

MICHAEL TANCHEK
Labor Commissioner

STATE OF NEVADA
Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER

675 Fairview Drive Suite 226
Carson City, Nevada 89701
Telephone (775) 687-4850 Fax (775) 687-6409

**STATE OF NEVADA
MINIMUM WAGE
2010 ANNUAL BULLETIN**
APRIL 1, 2010

PURSUANT TO ARTICLE 15, SECTION 16(A) OF THE CONSTITUTION OF THE STATE OF NEVADA, THE GOVERNOR HEREBY ANNOUNCES THAT THE FOLLOWING MINIMUM WAGE RATES SHALL APPLY TO ALL EMPLOYEES IN THE STATE OF NEVADA UNLESS OTHERWISE EXEMPTED. THESE RATES SHALL BECOME EFFECTIVE ON JULY 1, 2010.

FOR EMPLOYEES TO WHOM QUALIFYING HEALTH BENEFITS HAVE BEEN
MADE AVAILABLE BY THE EMPLOYER:

NO LESS THAN \$7.25 PER HOUR

FOR ALL OTHER EMPLOYEES:

NO LESS THAN \$8.25 PER HOUR

Copies may also be obtained from the Labor Commissioner's Offices at

675 Fairview Drive, Suite 226
Carson City, Nevada 89701
(775) 687-4850

or

555 East Washington, Suite 4100
Las Vegas, Nevada 89101
(702) 486-2650

EXHIBIT 60

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
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OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
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Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER

www.Labor.nv.gov

**STATE OF NEVADA
MINIMUM WAGE
2019 ANNUAL BULLETIN
POSTED APRIL 1, 2019**

PURSUANT TO ARTICLE 15, SECTION 16(A) OF THE CONSTITUTION OF THE STATE OF NEVADA, THE GOVERNOR HEREBY ANNOUNCES THAT THE FOLLOWING MINIMUM WAGE RATES SHALL APPLY TO ALL EMPLOYEES IN THE STATE OF NEVADA UNLESS OTHERWISE EXEMPTED. THESE RATES ARE EFFECTIVE AS OF JULY 1, 2019.

FOR EMPLOYEES TO WHOM QUALIFYING HEALTH BENEFITS HAVE BEEN OFFERED/MADE AVAILABLE BY THE EMPLOYER:

NO LESS THAN \$7.25 PER HOUR

FOR ALL OTHER EMPLOYEES:

NO LESS THAN \$8.25 PER HOUR

Copies may also be obtained from the Labor Commissioner's Offices at

1818 East College Parkway, Suite 102
Carson City, Nevada 89706
(775) 684-1890

or

3300 West Sahara Avenue, Suite 225
Las Vegas, Nevada 89102
(702) 486-2650

EXHIBIT 61

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
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Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER

www.labor.nv.gov

STATE OF NEVADA
MINIMUM WAGE
2020 ANNUAL BULLETIN
POSTED APRIL 1, 2020

PURSUANT TO ARTICLE 15, SECTION 16(A) OF THE CONSTITUTION OF THE STATE OF NEVADA AND ASSEMBLY BILL (AB) 456, THE FOLLOWING MINIMUM WAGE RATES SHALL APPLY TO ALL EMPLOYEES IN THE STATE OF NEVADA UNLESS OTHERWISE EXEMPTED. THESE RATES ARE EFFECTIVE AS OF JULY 1, 2020 AND WILL INCREASE AS SET FORTH BELOW UNTIL JULY 1, 2024

FOR EMPLOYEES TO WHOM QUALIFYING HEALTH BENEFITS HAVE BEEN OFFERED/MADE AVAILABLE (*PLEASE ALSO SEE SENATE BILL 192*) BY THE EMPLOYER THE LOWER TIER RATE MAY BE PAID.

FOR ALL OTHER EMPLOYEES, EMPLOYERS MUST PAY THE HIGHER TIER RATE AS SET FORTH BELOW:

Effective Date	Lower Tier	Higher Tier
July 1, 2020	\$8.00	\$9.00
July 1, 2021	\$8.75	\$9.75
July 1, 2022	\$9.50	\$10.50
July 1, 2023	\$10.25	\$11.25
July 1, 2024	\$11.00	\$12.00

Assembly Bill 456 <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6870/Text>

Senate Bill 192 <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6334/Text>

Copies of this notice may be obtained from our website at: www.labor.nv.gov or by contacting the addresses and phone numbers listed above.

EXHIBIT 62

THIERMAN BUCK LLP

7287 Lakeside Drive

Reno, NV 89511

(775) 284-1500 Fax (775) 703-5027

Email info@thiermanbuck.com www.thiermanbuck.com

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6 Nevada State Bar No. 12187
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Denver, CO 80218

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

21 ABEL CANTARO CASTILLO, on behalf
22 of himself and all other similarly situated
23 individuals,

24 Plaintiffs,

25 vs.

26 WESTERN RANGE ASSOCIATION

27 Defendant.
28

Case No. 4:20-cv-06043-YGR

**DECLARATION OF JOSHUA D. BUCK IN
SUPPORT OF PLAINTIFF'S MOTION
FOR CLASS CERTIFICATION
PURSUANT TO RULE 23 OF THE
FEDERAL RULES OF CIVIL
PROCEDURE**

1 I, Joshua D. Buck, hereby declare and state as follows:

2
3 1. The following declaration is based upon my own personal observation and
4 knowledge, and if called upon to testify to the things contained herein, I could competently so
5 testify.

6 2. I am an attorney at law and Partner with Thierman Buck, LLP and I am admitted
7 to practice law in the states of California and Nevada, and the United States District Court
8 District of Nevada, Northern District of California, Southern District of California, Central
9 District of California, the Sixth Circuit Court of Appeals, the Ninth Circuit Court of Appeals,
10 the Eleventh Circuit Court of Appeals, and the United States Supreme Court. Attached hereto
11 as Exhibit 1 is a current CV which lists my qualifications and case experience.

12 3. I am an attorney of record for Plaintiff ABEL CANTARO CASTILLO
13 ("Plaintiff") in this action against Defendant WESTERN RANGE ASSOCIATION
14 ("Defendant").

15 4. My associate Leah L. Jones has also been active in this case and has been
16 exclusively representing employee-plaintiffs in wage-hour class action for almost 8 years. Ms.
17 Jones is admitted to practice law in the states of California and Nevada. She is also admitted to
18 the United States District Court District of Nevada, Central District of California, Northern
19 District of California, Eastern District of California, Southern District of California, the United
20 States Court of Appeals for the Ninth Circuit, and the Supreme Court of the United States.

21 5. The Thierman Buck LLP law practice is dedicated to prosecuting wage-hour
22 cases on behalf of employees. As local counsel, Thierman Buck LLP has been actively
23 involved with this litigation.

24 6. In respect to the adequacy of proposed class counsel, Plaintiff's attorneys, Ms.
25 Christine Webber of Cohen Millstein, Mr. Alexander Hood of Toward Justice, myself and Ms.
26 Jones have extensive experience in wage and hour class actions. *See also* Declaration of
27 Christine Webber and Declaration of Alexander Hood, respectively.

28 ///

Joshua D. Buck



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www.ThiermanBuck.com

Joshua D. Buck
Partner, Thierman Buck LLP

Case Experience

Walden, et al. v. State of Nevada; Nevada Department of Corrections, 137 Nev. Adv. Op. 49 (Sept. 16, 2021) (agreeing with plaintiff-employees and holding that the state of Nevada had waived the defense of sovereign immunity to liability under the Fair Labor Standards Act).

Walden, et al. v. State of Nevada; Nevada Department of Corrections, 941 F.3d 350 (9th Cir. 2019) (affirming lower court decision and holding that the State of Nevada has waived its sovereign immunity from a suit for wages under the FLSA)

In re: Amazon.Com, Inc. Fulfillment Ctr. Fair Labor Standards Act (FLSA) & Wage & Hour Litig., 905 F.3d 387 (6th Cir. 2018) (reversing lower court decision and holding that Nevada wage-hour statutes do not follow federal Portal-to-Portal Act and ultimately resolving the Nevada portion of the action for \$13.5 million)

Neville v. Eighth Judicial Dist. Court in & for Cty. of Clark, 406 P.3d 499 (Nev. 2017) (successfully arguing in the Nevada Supreme Court that Nevada employees had a private right of action to sue for unpaid wages in court and ultimately resolving the action for \$3.2 million)

Cesarz, et al. v. Wynn Las Vegas, LLC, et al., 816 F.3d 1080 (9th Cir. 2016) consolidated on appeal with *Oregon Rest. & Lodging Ass'n v. Perez* (successfully arguing on appeal that the 2011 Department of Labor tip pooling Regulations were valid, and the district court erred in dismissing the action and ultimately resolving the action for \$5.6 million)

Evans v. Wal-Mart Stores, Inc., No. 14-16566, 2016 WL 4269904, at *1 (9th Cir. Aug. 15, 2016) (reversing lower court decision and holding that waiting time penalties were recoverable for overtime pay violations and ultimately resolving the action for \$8.7 million)

Busk v. Integrity Staffing Solutions, Inc., 713 F.3d 525 (9th Cir. Nev. Apr. 12, 2013) (holding that plaintiffs could bring hybrid FLSA collective actions and Rule 23 class action in the same action), rev'd on other grounds by *Integrity Staffing Sols., Inc. v. Busk*, 135 S. Ct. 513, 190 L. Ed. 2d 410 (2014) (wherein the Supreme Court held that the time spent undergoing mandatory anti-theft screenings at the end of the workday was a non-compensable postliminary activity pursuant to the Portal to Portal Act)

Boswell v. Bank of America, Case No. 2:17-cv-06120-MWF-RAO (C.D. Cal.) (\$23.5 million global resolution for wage and penalty claims brought on behalf of mortgage lending officers)

Martinez v. John Muir Health, Case No. 4:17-cv-05779-CW (N.D. Cal.) (\$9.5 million collective and class action settlement on behalf of patient care employees who worked off the clock)

Ochinero v. Ladera Lending Inc., et al., Case No. 8:19-cv-01136-JVS-ADS (C.D. Cal.) (\$485,000 collective and class settlement for wage and penalty claims brought on behalf of loan officers)

Ramírez v. PR Restaurant Management, LLC, Case No. A-19-801650-C (Clark County, Nevada, District Court) (\$375,000 class settlement for shift jamming and failure to pay daily overtime)

Porteous v. Capital One, Case No. 2:17-cv-02866-JCM-DJA (D. Nev.) (\$500,000 class settlement on behalf of hourly paid call center employees who did not receive compensation for pre and post shift work activities)

Smith v. 24-7 In Touch, Case No. A-20-811554-C (Clark County, Nevada, District Court) (\$800,000 tentative class settlement for shift jamming and failure to pay daily overtime)

Noguez v. Towne Parke, LLC, Case No. A-20-813315-C (Clark County, Nevada, District Court) (\$535,000 tentative class settlement for shift jamming and failure to pay daily overtime)

Aaron v. Wendy's, et al., Case No. A-18-774902-C (Clark County, Nevada, District Court) (\$425,000 class settlement for shift jamming and failure to pay daily overtime)

Voza v. The Marshal Retail Group, LLC, Case No. A-19-788823-C (Clark County, Nevada, District Court) (\$650,000 class settlement for shift jamming and failure to pay daily overtime)

Planas v. Silver Legacy, et al., Case No. CV18-01565 (Washoe County, Nevada, District Court) (\$800,000 class settlement for Nevada minimum wage and overtime violations)

Reed v. Boyd Gaming Corporation, et al., Case No. A-18-780612-C (Clark County, Nevada, District Court) (\$240,000 class settlement for Nevada minimum wage and overtime violations)

Boschini v. White House Black Market, et al., Case No. A-19-803613-C (Clark County, Nevada District Court) (\$285,000 class settlement for shift jamming and failure to pay daily overtime)

Barnett v. McDonald's, Case No. A-18-777786-C (Clark County, Nevada, District Court) (\$6 million class settlement for shift jamming and failure to pay daily overtime)

Baltimore v. Lifetime Fitness, Case No. A-18-782512-C (Clark County, Nevada, District Court) (\$500,000 class settlement on behalf of hourly-paid employees for off the clock work and improper overtime rate calculations)

Hernandez v. Rabobank, Case No. S-1500-cv-284159LHB (Kern County, California Superior Court) (\$1,050,000 class settlement for failure for pay minimum wage and overtime pay to Mortgage Loan Officers, Loan Officers and other commissioned employees)

Deweese, et al v. ITS National LLC, Case No. 3:18-cv-00375-MMD-WGC (D. Nev.) (\$675,000 collective and class settlement on behalf of employees who were misclassified as exempt and were not paid the proper overtime premium under the federal Fair Labor Standards Act and Nevada wage and hour law)

Dimizio v. Blazin Wings, Case No. A-18-771424-C (Clark County, Nevada, District Court) (\$1,921,327.57 class settlement for shift jamming and failure to pay daily overtime)

Jolly, et al v. XPO Logistics Inc, Case No. 4:17-cv-00186-FJG (United States District Court, Western District of Missouri) (\$5,900,000 collective and class settlement on behalf of misclassified sales and carrier representatives for unpaid wages, including straight time, and overtime)

Zimmerman v. Buddha Entertainment, Case No. 2:18-v-01460-JAD-CWH (D. Nev.) (\$500,000 class settlement for Nevada minimum wage and overtime violations)

Williams v. WG Stateline LLC; Paragon Gaming, Inc.; Neva One LLC; Hard Rock Hotel & Casino LLC, Case No. A-18-769883-C (Clark County, Nevada, District Court) (\$520,000 class settlement on behalf of employees at various hotel/resort/ casino properties for unpaid wages, overtime wages, and breach of contract for failure to pay employees for pre-shift work)

Pierce v. Encore Health Resources, LLC; Case No. 3:18-cv-04097-WHO (United States District Court, Northern California District) (\$2,378,000 collective and class settlement on behalf of non-exempt consultants for failure to pay wages due, overtime wages, and to provide accurate wage statements)

Saldana, et al. v. SMX, LLC, Master File No. 14-MC-2504 (W.D. Ky.) (\$3,773,002.50 class action settlement on behalf of persons who worked at Amazon.com fulfillment warehouses in California for the time spent going through the anti-theft security screening at the beginning of the meal period and at the end of the shift)

Robert Mina, et al. v. Amazon.com, Inc., et al., Case No 15-2-23879-5-SEA (King County, Wash.) (\$2.5 million settlement on behalf of Amazon fulfillment warehouse workers for being required to undergo security screenings before their lunch breaks and at the end of the shift)

Mesa Zeleke v. Ike Gaming, Inc., et al., Case No. A-18-769220-C (Clark County, Nevada, District Court) (\$700,000 class settlement for Nevada minimum wage violations)

Mustafa Yousif, et al. v. The Venetian Resort, LLC, et al., Case No. 2:16-cv-02941-RFB-NJK (D. Nev.) (\$1.225 million class settlement for Fair Credit Reporting Act (FCRA) violations)

Monique Woods v. American Homes 4 Rent, LP, Case No. A-18-777456-C (Clark County, Nevada, District Court) (\$500,000 class settlement on behalf of call center employees for off the clock work and improper overtime rate calculations)

London Aaron v. Wenevada, LLC, Case No. A-18-777457-C (Clark County, Nevada, District Court) (\$600,000 class settlement for shift jamming and failure to pay daily overtime)

Anthony Hernandez v. PJ Las Vegas, LLC, et al., Case No. A-17-762477-C (Clark County, Nevada, District Court) (\$600,000 class settlement for shift jamming and failure to pay daily overtime)

Christy McSwiggin, et al. v. Omni Limousine, Case No. 2:14-cv-02172-JCM-NJK (D. Nev.) (\$200,000 settlement on behalf of 15 opt-in plaintiffs for unpaid minimum and overtime wages)

Robert Greene, et al. v. Jacob Transportation Services, LLC, et al., Case No. 2:09-cv-00466-GMN-CWH (D. Nev.) (\$1.4 class settlement on behalf of limo drivers who were denied their minimum and overtime wages)

Emil Botezatu v. Las Vegas Limousines, LLC, Case No. 2:16-cv-00397-RFB-PAL (D. Nev.) (\$718,416.10 class settlement on behalf of limousine drivers where were not compensated weekly overtime)

Woodrow Tompkins, et al. v. Farmers Group Inc., et al., Case No. 14-cv-03737-JFL (E.D. Pa.) (\$775,000 class settlement on behalf of insurance adjusters for pre and post shift work)

Jeremy Ortiz, et al. v. American Casino & Entertainment Properties, LLC, Case No. A-17-756093-C (Clark County, Nevada, District Court) (\$1.075 million class settlement for unlawful rounding of employee hours)

Steven James v. WG-Harmon, LLC, et al., Case No. A-17-761091-C (Clark County, Nevada, District Court) (\$900,000 class settlement for unlawful rounding of employee hours)

Anthony Windom, et al. v. K-Kel, Inc., Case No. A-17-765720-C (Clark County, Nevada, District Court) (\$1 million class settlement for Nevada minimum wage violations)

Afrouz Nikmanesh, et al. v. Wal-Mart Stores, Inc., Case No. 8:15-cv-00202-AG-JCG (C.D. Cal.) (\$800,000 class and collective action settlement on behalf of Pharmacists who were required to attend immunization trainings and certifications without compensation)

Kwesi Jones, et al. v. Farmers Insurance Exchange, Case No. BC412413 (Los Angeles County Superior Court) (\$3,900,000 class action settlement for unpaid wages resulting from pre-shift work on behalf of insurance claims adjusters)

Richard Balint v. Paris LV Operating Co., LLC, Case No. A-16-731891-C (Clark County, Nevada, District Court) (\$525,000 class and collective action settlement on behalf of employees who were classified as exempt from overtime)

Christina John, et al. v. Caesars Enterprise Services, Case No. A-16-743972-C (Clark County, Nevada, District Court) (\$1 million class and collective action settlement on behalf of call center employees who did not receive compensation for pre and post shift work activities)

Randy Clayton, et al. v. On Demand Sedan Services, Inc., Case No. A-16-734923-C (Clark County, Nevada, District Court) (\$424,500 class and collective action settlement on behalf of limousine drivers were not incorrectly classified as exempt from overtime)

Markus Levert, et al. v. Trump Ruffin Tower I, LLC d/b/a Trump International Hotel Las Vegas, Case No. A-14-700559-C (Clark County, Nevada, District Court) (\$130,000 class and collective action settlement for off-the-clock violations)

Brandy Welch, et al. v. Golden Gate Casino, LLC d/b/a Golden Gate Hotel & Casino, Case No. 2:13-cv-01089-RFB-GWF (D. Nev.) (\$750,000 class and collective action settlement on behalf of casino employees who were not paid for training time, pre-shift activities, and who were not paid the correct overtime rate of pay)

Jamye Berry v. Aria Resort & Casino, LLC, Case No. 2:14-cv-01321-APG-VCF (D. Nev.) (\$860,000 class and collective action settlement on behalf of table games supervisors who were not paid overtime)

Judith Smith v. Mandalay Corporation d/b/a Mandalay Bay Resort and Casino, Case No. 2:14-cv-02158-APG-VCF (D. Nev.) (\$100,000 settlement on behalf of poker room employees who were required to perform work activities without compensation)

Nicole McDonagh, et al. v. Harrah's Las Vegas, Inc., Case No. 2:13-cv-01744-CWH (D. Nev.) (\$850,000 class and collective action settlement on behalf of casino dealers who were required to attend pre-shift meetings off-the-clock)

Darlene Lewis v. Nevada Property 1, LLC, Case No. 2:12-cv-01564-RFB-GWF (D. Nev.) (\$9.75 million settlement on behalf of employees for pre-shift work activities)

Raymond Sullivan, et al. v. Desert Palace, Inc. d/b/a Caesars Palace, Case No. A-14-710505-C (Clark County, Nevada, District Court) (\$1.3 million collective and class action settlement on behalf of employees who picked up a cash bank off-the-clock)

Raymond Sullivan, et al. v. Riviera Holdings Corp. dba Riviera Hotel and Casino, Case No. 2:14-cv-00165-APG-VCF (D. Nev.) (\$690,000 collective and class action case on behalf of employees who used a cash bank)

Tiffany Sargent, et al. v. HG Staffing, LLC, MEI-GSR Holdings LLC dba Grand Sierra Resort, Case No. 3:13-cv-453-LRH-WGC (D. Nev.) (conditionally certified class of employees who worked off-the-clock, including employees who use a cash bank)

Danielle Ficken, et al. v. New Castle Corp. dba Excalibur Hotel and Casino, Case No. 2:13-cv-00600-APG-GWF (D. Nev.) (\$1.1 million collective and class settlement on behalf of employees who use a cash bank)

Tenisha Martin, et al. v. Ramparts, Inc. dba Luxor Hotel and Casino, 2:13-cv-00736-APG-VCF (D. Nev.) (\$1.3 million collective and class settlement on behalf of employees who use a cash bank)

Dorothy Turk-Mayfield v. Wynn Las Vegas, LLC, Case No. A-13-683389-C (Clark County, Nevada, District Court) (\$1.8 million class action settlement for off-the-clock banking activities)

Darlene Lewis v. ARIA Resort & Casino, LLC, Case No. A-12-663812-C (Clark County, Nevada, District Court) (\$1.39 million class action settlement for off-the-clock banking activities)

Natalie Antionett Garcia, et al. v. American General Finance Management Corporation, et al., Case No. 09-CV-1916-DMG (OPx) (C.D. Cal.) (\$1.7 million class settlement improper payment of wages)

Jeffrey Clewell v. Heavenly Valley Ltd, Case No. 12-CV-00282-DC (Douglas County, Nevada, District Court) (\$625,000 class settlement for unpaid overtime and waiting time penalties)

Salvador Duarte, et al. v. General Parts, Inc., et al., Case No. RG-13-670382 (Alameda County, California, Superior Court) (\$650,000 class action settlement for alleged off-the-clock violations)

Victor Zapata v. M.C. Gill Corporation, Case No. BC409066 (Los Angeles County, California, Superior Court) (reaching a \$1 million class settlement for improper rounding)

Clarence Edwards v. Circus Circus Casinos, Inc., Case No. A-14-701172-C (Clark County, Nevada, District Court) (\$500,000 class action settlement for alleged off-the-clock violations)

Pablo C. Martinez, et al. v. Victoria Partners, dba Monte Carlo Resort and Casino, Case No. 2:14-cv-00144-APG-NJK (\$481,224 class action settlement for off-the clock banking violations and pre and post-shift meeting activities)

Dominique Whitaker, et al. v. Countrywide Home Loans, Inc., et al., Case No. CV09-5898-CAS (PJWx) (C.D. Cal.) (\$7.5 million class action settlement for alleged off-the-clock violations).

Speaking Engagements

Speaker, National Employment Lawyers Association (NELA) Wage and Hour Conference, *Navigating the Challenges in Representing Service Industry or "Tipped" Employees* (2017)

Speaker, South Lake Tahoe Family Resource Center, *Forum on Immigrant Rights in the Workplace* (2017)

Speaker, National Business Institute, *Human Resource Law*

Selected Publications

Contributor, *Wage and Hour Laws: A State-by-State Survey* (3rd Ed.) (2016, 2018, 2020)

Co-Author, *Employer-Sponsored Wellness Programs: Should Your Employer Be The Boss of More Than Your Work Life?*, 38 Sw. L. Rev. 465 (2009)

Past Experience

Associate, Thierman Law Firm (2010-2015)

Judicial Clerk, Nevada Supreme Court for the Honorable Ron D. Parraguirre (2008-2010)

Law Student Extern, Schonbrun DeSimone Seplow Harris & Hoffman LLP (2008)

Volunteer, Neighborhood Legal Services (NLS) Workers' Rights Clinic

Admissions

California (2008)

Nevada (2011)

USDC Northern District of California

USDC Southern District of California

USDC Central District of California

USDC District of Nevada

Sixth Circuit Court of Appeals

Ninth Circuit Court of Appeals

Eleventh Circuit Court of Appeals
United States Supreme Court

Education

Southwestern School of Law, J.D., *cum laude* (2008)
University of Iowa, B.A., with honors in History (2001)

EXHIBIT 63

Agricultural and Food Processing Clearance Order
 Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
 Employment and Training Administration
 O.M.B. Approval No. 1205-0134, Expires 11/30/2012

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) / Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) MASTER JOB ORDER FOR NEVADA EMPLOYERS NAME AND ADDRESSES PER ATTACHED	Numbers 4, 5, 6, 7 and 8 for State use only.	
2. Location and Direction to Work Site / Dirección del lugar de trabajo (see attachment) WRA members will comply with 20 CFR 655.102. (If additional space is needed, use separate sheet of paper)	4. Industry Code / Código de Industria	5. Job Order # / No. Orden de Empleo
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Each employer will provide sufficient housing that meets the applicable standards at no cost to the worker including those that will not be able to return to their residence within the same day. Housing will be open range, may be fixed/trailers/sheep camps and/or pack tents depending on terrain. If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.	6. Occupational Title and Code / Título Ocupacional y Código	
13. Board Arrangements / Arreglo de Alojamiento Employer will supply free room and Board. Employer will also provide 3 meals a day or will furnish free and convenient cooking and kitchen facilities to workers to prepare their own meals.	7. Clearance Order Issue Date / Fecha de Tramite:	
14. Referral Instructions / Instrucciones para el Referimiento de Candidatos Open Job Order, please contact Local State Employment office. The employment office will refer each applicant to Western Range Association. Western Range Association will conduct a full phone interview with the applicant. Western Range Association will be open on weekdays from 8:00 a.m. to 4:30 p.m., Mountain time 801- 486-2004 ext. 105.	8. Job Order Expiration Date / Fecha de expiración:	
15. Job Specifications / Descripción del Trabajo "Attends sheep and/or goat flock grazing on range or pasture: Herds flock and rounds up strays using trained dogs. Beds down flock near evening campsite. Guards flock from predatory animals and from eating poisonous plants. Drenches sheep and/or goats. May examine animals from signs of illness and administer vaccines, medications and insecticides according to instructions. May assist in lambing, docking, and shearing. May perform other farm or ranch chores related to the production of husbandry of sheep and/or goat on an incidental basis." Must have 6 months experience with 800 – 1000 head flocks. One reference may be required. ***Hours worked footnote: On call 24 hours 7 days a week*** Cuidar rebaños de ovejas o cabros en campo abierto o cerrado. Cuidar rebaños con la ayuda de perros entrenados para dicho trabajo. Ayudar a mantener las manadas juntas para cuando llega la noche. Proteger a los rebaños de animales de rapiña. También cuidar que los rebaños no coman plantas venenosas. Examinar los rebaños en caso que haya señales de enfermedad. Administrar vacunas, medicinas e insecticidas de acuerdo con las instrucciones recibidas. Asistir durante la época de parición, esquila y trasquila. Dar de comer a los rebaños incluyendo comidas especiales o suplementarias. También, asistir con otros trabajos relacionados a la producción durante tiempos de emergencia. Se necesita tener 6 meses de experiencia con manadas entre 800 – 1000 cabezas. Se requerirá por lo menos una referencia. ***Nota: Horas de trabajo: 24 horas al día y 7 días de la semana***	9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 08/01/2011 To/ Hasta: 07/31/2012	
16. Additional Information / Información Adicional	10. No. of Worker's Requested / No. de Trabajadores Pedidos 142	
17. Additional Information / Información Adicional	11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: ***On Call up 24 hours per day, 7 days a week Sunday / Domingo _____ Monday / Lunes _____ Tuesday / Martes _____ Wednesday / Miercoles _____ Thursday / Jueves _____ Friday / Viernes _____ Saturday / Sabado _____	
18. Additional Information / Información Adicional	12. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: de: Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office / La Oficina Local Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

WRA008338

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES SI	NO	Pay Period Período de Pago
N/A	\$ 750.00 Monthly	\$ N/A	N/A	Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Ser <input type="checkbox"/>
N/A	\$	\$ N/A	N/A	Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
N/A	\$	\$ N/A	N/A	State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / cada 2 semanas <input checked="" type="checkbox"/>
N/A	\$	\$ N/A	N/A	Meals (comidas)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
N/A	\$	\$ N/A	N/A	Other (specify)/Otro	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay/Más Detalles Sobre el Pago
 "Employer must keep the earning records for 5 instead of 3 years. Employers must pay wages at least twice a month (semi-monthly). Employers may set pay frequency according to the prevailing practice in the area of intended employment. Employers must pay wages when due". 20 CFR 655.122 (j)-(m).

17. Transportation Arrangements / Arreglos de Transportación (Please explain)
 Transportation from workers native country will be provided by employer. Employer may deduct from wages until 50% of contract completed. EOC Comp. RT PD. Outbound transportation will be provided by employer when worker completes the contract period or if terminated without cause. There will be no subsequent H-2A employment available.

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/SI ☐ No ☒
 If you have checked yes, what is the FLC wage for each activity?/Si contesto "SI," cual es el salario que le paga al Contratista Agrícola para cada actividad?

19. Unemployment Insurance provided / Seguro por Desempleo: Yes ☐ No ☒
 20. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes ☒ No ☐
 21. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☒ No ☐

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")
 NONE NINGUNO

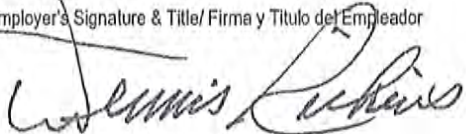
23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None") / Enumere toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")
 NONE NINGUNO

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya numero de teléfono)
 DEPARTMENT OF EMPLOYMENT & TRAINING
 2800 EAST ST. LOUIS
 LAS VEGAS, NV 89104

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de teléfono)
 RON HILKE
 702-486-6635

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
 Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Título del Empleador



DENNIS RICHINS, EXECUTIVE DIRECTOR

WESTERN RANGE ASSOCIATION

801-486-2004 07/22/2011

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

Public Burden Statement

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

WRA008340

ETA 790 (Rev. July 2009)

RA 01462

ETA-790 Attachment
08/01/2011-07/31/2012

Item #17 Transportation Arrangements

When a longer term contract is negotiated with a U.S. worker, the employer is not relieved of the responsibility for reimbursement to the worker for travel and subsistence expenses incurred in getting to the job site which were advanced by the employer and subsequently withheld from the worker's pay until 50% of the original contract period elapsed. These payments will be made to the U.S. worker at the 50% completion point of the original period of employment (about 6 months). The employer is responsible for "return" transportation and subsistence expenses if the U.S. worker successfully fulfills his/her obligations under the original terms of employment for less than 1 year. However, such payment does not actually have to be made to the U.S. worker until the worker and the employer serve their employer/employee relationship, which will occur at a point in time subsequent to the end of the original period of employment when a longer term contract is negotiated. Successful completion of the "original" contract or job order entitles the worker to return transportation and subsistence regardless of performance under a "renewal" or extended contract.

Item #21 Employer-provided items

Employer must provide at no cost to workers and effective means of communication with persons capable of responding to the worker's need in case of an emergency. These means are necessary to perform the work and can include, but are not limited to, satellite phone, cell phones, wireless devices, radio transmitters, or other types of electronic communication systems.

Transfer of Workers

Employers may transfer workers to any certified members and will guarantee that workers will be notified at least 7 working days in advance of such transfer. When a worker objects to a transfer, the association will consider the worker's concerns and preferences. However, ultimate refusal on the part of a worker to a transfer may subject the worker to dismissal based on a lawful, job-related reason. The employer shall provide written notification to the SWA with jurisdiction over the area of intended employment and the Chicago NPC no less than 7 working days prior to the transfer. Such notification shall describe the details of the transfer, including the number and names of workers and employers affected and housing information.

Termination of employment

Pursuant to regulations at 20 CFR 655.122 (o), "if before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make

efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any cost incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved."

¾ guarantee

Employers may negotiate longer term contract (up to 3 years with foreign workers provided that any contracts of a year or longer are expressly conditioned upon renewal of certification by DOL). In the event certification renewal is not obtained, the contract will be construed as being effective for the period of the initial certification, and the employer is liable for return transportation and subsistence after the worker completes employment for the initial certification period. The ¾ guarantee for individual employers is based on the 1 year contract as is the requirement for transportation reimbursement at 50% of the contract period.

Employment Contract

Employer provides workers with a copy of the work contract, including any approved modifications, on the day work commences or as soon as practically possible.

Work contract will be provided in a language understood by the worker. 655.122(q)

First Work Week Guarantee

Employer will provide workers the number of hours of work for the week beginning with the anticipated start date of need.

Earnings Records and Statements

Employer will furnish the worker on or before each payday written hours and earnings statements meeting the regulatory requirements at 20 CFR 655.122(k).

All earnings records and statements will be available for inspection or transcription by the Secretary of a duly authorized and designed representative, and by the worker and representatives designed by the workers.

Abandonment or termination for cause

Workers who voluntarily abandon employment or are terminated for cause, the employer will provide in writing notification to the NPC and DHS no later than 2 days after abandonment occurs. Employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses and the 3/4th guarantee.



**U.S. Department of Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: March 31, 2019

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>WESTERN RANGE ASSOCIATION A JOINT EMPLOYER 161 FIFTH AVE SOUTH SUITE 100 TWIN FALLS, ID 83301</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:</p> <p>[REDACTED]</p> <p>b) Telephone Number / Número de Teléfono:</p> <p>208-595-2226</p> <p>c) Fax Number / Número de Fax:</p> <p>208-595-2275</p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p> <p>legal@westernrange.net</p>	<table border="1"> <tr> <th colspan="2">Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</th> </tr> <tr> <td data-bbox="799 478 1156 688"> <p>4. SOC (O*NET/OES) Occupational Code / Código Industrial:</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional</p> </td> <td data-bbox="1156 478 1529 688"> <p>5. Job Order No. / Num. de Orden de Empleo:</p> </td> </tr> <tr> <td colspan="2" data-bbox="799 688 1529 951"> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa).</p> </td> </tr> <tr> <td colspan="2" data-bbox="799 951 1529 1056"> <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:</p> </td> </tr> <tr> <td colspan="2" data-bbox="799 1056 1529 1150"> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:</p> </td> </tr> <tr> <td colspan="2" data-bbox="799 1150 1529 1245"> <p>9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:</p> <p>From / Desde: 02-08-2018 To / Hasta: 02-06-2019</p> </td> </tr> <tr> <td colspan="2" data-bbox="799 1245 1529 1329"> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados:</p> <p>4</p> </td> </tr> <tr> <td colspan="2" data-bbox="799 1329 1529 1539"> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: ***ON CALL FOR UP TO 24 HOURS PER DAY, 7 DAYS A WEEK***</p> <p>Sunday / Domingo _____ Thursday / Jueves _____</p> <p>Monday / Lunes _____ Friday / Viernes _____</p> <p>Tuesday / Martes _____ Saturday / Sábado _____</p> <p>Wednesday / Miércoles _____</p> </td> </tr> <tr> <td colspan="2" data-bbox="799 1539 1529 1665"> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:</p> <p>N/A</p> </td> </tr> <tr> <td colspan="2" data-bbox="799 1665 1529 1948"> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/></p> </td> </tr> </table>	Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL		<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial:</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional</p>	<p>5. Job Order No. / Num. de Orden de Empleo:</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa).</p>		<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:</p>		<p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:</p>		<p>9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:</p> <p>From / Desde: 02-08-2018 To / Hasta: 02-06-2019</p>		<p>10. Number of Workers Requested / Número de Trabajadores Solicitados:</p> <p>4</p>		<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: ***ON CALL FOR UP TO 24 HOURS PER DAY, 7 DAYS A WEEK***</p> <p>Sunday / Domingo _____ Thursday / Jueves _____</p> <p>Monday / Lunes _____ Friday / Viernes _____</p> <p>Tuesday / Martes _____ Saturday / Sábado _____</p> <p>Wednesday / Miércoles _____</p>		<p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:</p> <p>N/A</p>		<p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	
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<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>ELLISON RANCHING COMPANY FEIN [REDACTED] HC 32 BOX 240.FROM ELKO GO NORTH ON HWY 225. TAKE HWY 226 FOR 28 MLS TO SIGN SPANISH RANCH. TUSCARORA, NV 89834-0000</p> <p>Multiple worksites in Lander and Elko Counties, Nevada will be used. Worksite locations varies depending on season, weather and grazing rotation. Please contact the employer at the headquarters address listed above for specific directions to the current worksite.</p>																					
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>a) Description of Housing / Descripción de la vivienda:</p> <p>Ellison Ranching uses fixed site range and mobile range housing. Mobile range housing is eight mobile range units with a capacity of fourteen(14). One fixed site unit with the capacity of one (1). One fixed site unit with the capacity of two (2). Three fixed site units with the capacity of four (4) per unit. Total capacity is twenty-nine workers.</p> <p>Weather appropriate tents are used in areas where land use regulations do not allow the use of other types of housing.</p> <p>This housing is available and sufficient to accommodate the number of workers being requested for certification.</p> <p>Mobile range camps are located on Bureau of Land Management and USDA Forest Service leases in Lander and Elko Counties in Nevada. Housing locations vary depending upon season, weather, and grazing rotation.</p>																					

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Housing contains free and convenient cooking facilities and employer will provide three prepared meals a day or adequate food, free of charge, based on the requisition by worker, for workers to prepare their own meals while in camp or on the range. Employer may at times provide prepared meals for workers consumption. Employer will provide worker a minimum of 4.5 gallons of potable water per day per worker for drinking and cooking purposes. Additional clean water will be provided to meet the workers laundry and bathing needs.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Open Job Order, please contact Local State Employment office. The employment office will refer each applicant to Western Range Association. Western Range Association will conduct a full telephone interview with the applicant. The office hours for Western Range Association are Monday - Friday from 8:00 a.m. to 4:30 p.m., Mountain Standard time 208-595-2226 ext. 115. All employers must continue to be, open to any qualified U.S worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship. No strike requirements The worksite does not currently have workers on strike or being locked out in the course of a labor dispute.

Western Range Association and its rancher members maintain a strong commitment to providing a safe, efficient, and productive work environment. An employee's involvement with drugs could be extremely dangerous to all employees and others, and disruptive to the workplace. Use, manufacture, distribution or possession of an illegal drug, or misuse of a prescription drug is cause for termination. Any person found to be under the influence of alcohol or drugs while working will be terminated.

At the employer's expense, all applicants may be required to complete pre-employment alcohol and drug testing. Failure to consent to requested testing, will result in disqualification of the applicant

16. Job description and requirements / Descripción y requisitos del trabajo:

Attends sheep and/or goat flock grazing on range or pasture: Herds flock and rounds up strays using trained dogs. Beds down flock near evening campsite. Guards flock from predatory animals and from eating poisonous plants. Drenches sheep and/or goats. May examine animals for signs of illness and administer vaccines, 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). Must have 3 months experience with 800 - 1000 head flocks. One reference required. More than 50% of work will be performed on the range. Worker must be a qualified sheepherder. ***Hours worked footnote: On call for up to 24 hours 7 days a week*** Cuidar rebaños de ovejas o cabras en campo abierto o cerrado. Cuidar rebaños con la ayuda de perros entrenados para dicho trabajo. Ayudar a mantener las manadas juntas para cuando llega la noche. Proteger a los rebaños de animales de rapina. También cuidar que los rebaños no coman plantas venenosas. Examinar los rebaños en caso que haya señales de enfermedad. Administrar vacunas, medicinas e insecticidas de acuerdo con las instrucciones recibidas. Asistir durante la época de parición, esquila y trasquila. Las actividades de trabajo incluyen pastoreo o producción de ganado (el cual incluye trabajo directamente relacionado al pastoreo y/o a la producción de ganado). Dar de comer a los rebaños incluyendo comidas especiales o suplementarias. Se necesita tener 3 meses de experiencia con manadas entre 800 - 1000 cabezas. Se requiera por lo menos una referencia. Mas del 50% del trabajo se hará en el campo. Trabajador necesita esta un pastor. ***Nota: Horas de trabajo: 24 horas al día y 7 días de la semana***

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 months/3 meses

2. Check all requirements that apply:

- | | |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input checked="" type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>50</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio |
| <input type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities Sheep Herder	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
	\$	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bi-weekly/ Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual \$1389.67 <input checked="" type="checkbox"/> monthly salary
Performance based bonuses may be available							Other/Otro <input checked="" type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

Employer must keep earning records for 5 years. Employer must pay wages at least twice a month (semi-monthly). Wages must be paid when due 20 CFR 655.122(j)-(m). Employer will furnish the worker on or before each payday written hours and earnings statements meeting the regulatory requirements at 20 CFR 655.122(k). All earnings records and statements will be available for inspection or transcription by the Secretary of a duly authorized and designed representative, and by the worker and Representatives designed by the workers. Employer will pay the worker at least the monthly AEWR, as specified in 655.211, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof.

Employer shall provide housing and board in accordance with the rules and regulations of the federal government of the United States of America.

19. Transportation Arrangements / Arreglos de Transportación

Transportation from point of recruitment to worksite and from the worksite back to the point of recruitment will be arranged and provided by Employer. Employer will reimburse worker for subsistence costs during travel to worksite no later than the end of the first pay period upon presentation of receipts and from the worksite at the end of the job based on rates established in the applicable regulations. When a longer term contract is negotiated with a U.S. or H-2A worker, the employer is not relieved of the responsibility for reimbursement to the worker for travel and subsistence expenses incurred in getting to the job site which were advanced by the employer and subsequently withheld from the worker's pay until 50% of the original contract period elapsed. These payments will be made to the U.S. and H-2A workers at the 50% completion point of the original period of employment (about 6 months). The employer is responsible for return transportation and subsistence expenses if the U.S. and H-2A worker successfully fulfills his/her obligations under the original terms of employment for less than 1 year. However, such payment does not actually have to be made to the U.S. and H-2A worker until the worker and the employer sever their employer/employee relationship, which will occur at the point in time subsequent to the end of the original period of employment when a longer term contract is negotiated. Successful completion of the original contract or job order entitles the worker to return transportation and subsistence regardless of performance under renewal or extended contract.

Subsistence

All employers must offer subsistence cost to workers being recruited. Determination on subsistence matter shall be made in accordance with 20 C.F.R. 655.173. The new DOL permissible as of March 17, 2017 shall be no more than \$12.07 per day or \$51 per day with receipts provided to employer, unless the OFLC Certifying Officer approves a higher charge as authorized under 20 CFR 655.173(b) employer will pay higher rate.

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☐ No ☒

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Employer must provide at no cost to workers an effective means of communication with persons capable of responding to the worker's need in case of an emergency. These means are necessary to perform the work and can include, but are not limited to satellite phone, cell phones, wireless devices, radio transmitters, or other types of electronic communication systems.

Yes/Si ☒ No ☐

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

NONE/NINGUNO

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

NONE/NINGUNO

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Monica Youree, Executive Director, Western Range Association for WESTERN RANGE ASSOCIATION

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Monica Youree

11-13-2017

Employer's Signature / Firma y Título del Empleador

Date / Fecha

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

3/4 guarantee: Employers may negotiate longer term contract (up to 3 years with foreign workers provided that any contracts of a year or longer are expressly conditions upon renewal of certification by DOL). In the event certification renewal is not obtained, the contract will be construed as being effective for the period of the initial certification, and the employer is liable for return transportation and subsistence after the worker completes employment for the initial certification period. The 3/4 guarantee for individual employers is based on the 1 year contract as is the requirement for transportation reimbursement at 50% of the contract period.

Employment Contract: Employer provides workers with a copy of the work contract, including any approved modifications on the day work commences or as soon as practically possible. Work contract will be provided in a language understood by the worker. 655.122(q)

First Work Week Guarantee: Employer will provide workers the number of hours of work for the week beginning with the anticipated start date of need.

Abandonment or termination for cause: Workers who voluntarily abandon employment or are terminated for cause, the employer will provide written notification to the NPC and DHS no later than 2 days after abandonment occurs. Employer will not be responsible for providing or paying for the subsequent transportation and subsistence expense and the 3/4th guarantee.

Transfer of Workers: Employers may transfer workers to any certified members and will guarantee that workers will be notified at the least 7 working days in advance of such transfer. When a worker objects to a transfer, the association will consider the worker's concerns and preferences. However, ultimate refusal on the part of a worker to a transfer may subject the worker to dismissal based on a lawful, job-related reason. The employer shall provide written notification to the SWA with jurisdiction over the area of intended employment and the Chicago NPC no less than 7 working days prior to the transfer. Such notification shall describe the details of the transfer, including the number and names of workers and employers affected and housing information.

Termination of employment: Pursuant to regulations at 20 CFR 655.122(o), if before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such determination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to the other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employer's expense, to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any cost incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

Assurances: Employer agrees to abide by the regulations at 20 CFR 655.135.

Cell phones, along with sufficient minutes of use for communication, are provided, without charge or deposit, to workers during the entire period of employment. In the rare instance where the worker(s) is located in an area without cell phone service, the worker will be contacted, in person by either the employer or his camp tender, on a preset schedule (every 3rd or 4th day) if not more regularly. Camps are moved by the employer's or the camp tender's pickup, thus assuring personal contact with the worker(s) at least once every ten days. Ellison Ranching Company will provide workers, without charge or deposit for the entire period of employment, the following items: two sleeping bags, canvas bed tarp, horses and tack, where necessary, sheep herding and guard dogs, shovel and axe, and canteens. In addition to these items the worker is provided other tools, supplies and equipment, as required by law, to work safely and effectively.

The employer will provide sufficient housing that meets the applicable standards, at no cost, to those that will not be able to return to their residence within the same day. For Fixed site housing, the employer will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR sec. 1910.142, or the full set of ETA standards at sec. 654.404 through 654.417, whichever are applicable under sec. 6547.404. For range housing, the employer will meet the requirements set forth in sec. 655.235.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

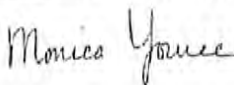
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Monica Youree, Executive Director, Western Range Association for WESTERN RANGE ASSOCIATION Date: 11-13-2017

Employer's Signature 

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.



November 13, 2017

US Department of Labor
Employment and Training Administration
Chicago National Processing Center
P.O. Box A3804
Chicago, IL 60690-A3804

RE: Housing Certification Request Letter

Dear Sir or Madam:

This letter is to provide written request to allow conditional entry into the interstate clearance system regarding the contract period of 02-08-2018 - 02-06-2019.

(930) ELLISON RANCHING COMP will be renewing their housing certifications to insure that said housing will be in full compliance with the requirements of the applicable housing standards prior to 02-08-2018 according to the agreement previously made between all the employers and Western Range Association. If such agreement is not kept by any employer, the employee (s) will be removed from the employer's location. The housing is available and sufficient to accommodate the number of workers being requested for labor certification. The housing meets the standards set forth in 20 CFR 655.235

It is Western Range Association policy to insure that all employers have a current housing inspection or self-certification.

Sincerely,

Monica Younce

Monica Youree
Executive Director, Western Range Association
WESTERN RANGE ASSOCIATION

EXHIBIT 64

FILED UNDER SEAL

SHEPHERDER EMPLOYMENT AGREEMENT

This Shepherd Agreement this 20th day of October, 2010, between El Tejon Sheep Co., a member of WESTERN RANGE ASSOCIATION, hereinafter referred to as the "Employer" and CANTARO Castillo, Abel #78936 hereinafter referred to as the "Employee".

ONE-TERM OF EMPLOYMENT

The employer hereby employs the Employee and the Employee hereby accepts employment as a shepherd with the Employer or any other Employer who is a member of the Association who may be selected by the Association at the Association's option for a period commencing the day the Employee begins work at the place of his employment in the United States of America to 09/09/2011. However, said term, cannot exceed one year and any extension(s) of stay (for a total period in country no greater than 3 years) is conditioned upon H-2A certification renewal by the United States Department of Labor, INS and in agreement between Employer and Employee. In the event certification renewal is not obtained, this contract shall be construed as a term of employment equal to the term of the last certification from the Department of Labor and Expiration date of the Visa/I-94 form.

TWO-DUTIES OF EMPLOYEE

The employee is hereby hired as a shepherd. The employee shall live in a location designated by the Employer and shall perform any or all of the shepherd tasks as may be assigned by Employer in compliance with the H-2A shepherd job description.

THREE-COMPENSATION OF EMPLOYEE

As compensation for services rendered under this Agreement, the Employee shall be entitled to receive from the Employer a salary no less than \$1422.52 lawful money of the United States of America per month, which amount shall be at least as high as the "Prevailing Wage Rate" then in effect for shepherders in the state the Employer is based. Employee understands and agrees that his compensation may change if he is transferred to another Employer during the term of this Agreement, but in no event shall said amount be less than the "Prevailing Wage Rate" then in effect for the state in which the new Employer is located. Employee shall be paid in monthly installments on the final day of each month during the period of employment, prorated for any partial employment period. As additional compensation for services rendered under this Agreement and at no cost to the Employee, Employer shall provide housing and board (meals) in accordance with the rules and regulations (including variations) of the federal government of the United States of America. In no event shall Employee's compensation be less than the minimum required by the United States of America. Employee shall be entitled to accrue two (2) weeks paid vacation per year prorated during the period of employment.

FOUR-INSURANCE

Employer shall, at no cost to Employee, obtain insurance covering injury and disease arising out of and in the course of the worker's employment in the United States of America. The coverage shall not be less than the minimums established by the individual states in which the Employee is employed. The Employer further agrees to include the Employee under the terms of the Association's group health policy for shepherders, if the Association elects to provide such a policy. Employer agrees to pay one-half (1/2) the cost and Employee agrees to pay one-half (1/2) of the monthly premium of such a policy.

FIVE-TOOLS AND EQUIPMENT

The Employer shall furnish Employee, without cost to the Employee, all tools, supplies or equipment required to perform the duties assigned to Employee pursuant to this Agreement. Employee shall provide all clothing, including shoes and boots, bedding items, and personal items.

SIX-DEDUCTIONS FROM COMPENSATION

The Employer shall make the following deductions from the compensation paid Employee: (1) Those required by law; (2) Those for advances against wages; (3) Payment for articles of consumption produced by the Employer which the Employee has purchased; (4) Overpayment of wages; (5) Any loss to the Employer due to an Employee's refusal or negligent failure to return any property furnished to him by the Employer, or due to such Employee's willful destruction of such property; (6) Deductions for transportation and subsistence costs paid for by the Employer as provided in section SEVEN of this Agreement; (7) One-half (1/2) the premium for group health policy for the Employee, if such a group policy is provided by the Association. The deductions under subparagraphs (3), (4), (5) or (7) of this paragraph in each pay period shall not exceed the ten (10) percent of the total wages earned in that pay period. The sum of deductions under subparagraph (6) of this paragraph in each pay period shall not exceed fifty (50) percent of the total wages earned in that pay period. At the termination of the work contract, however, or if the Employee abandons his work contract, the Employer may deduct from such Employee's final wage payment any outstanding balance due to the Employer for deductions permitted by this provision.

SEVEN-TRANSPORTATION

The Employer will pay for the transportation and subsistence en route from the place of recruitment to the place of employment if the Employee completes at least fifty (50) percent of the term of employment set forth herein. However, Employer may deduct this cost of transportation and subsistence en route from the earnings of the Employee until the Employee has completed fifty (50) percent of the term of employment set forth herein. Upon completion of fifty (50) percent of the term of this Agreement, the Employee shall be entitled to reimbursement of the amounts so deducted. If Employee completes the term of employment set forth herein, the Employer will provide return transportation and subsistence en route from the place of employment to the place of recruitment, except when the Employee is not returning to the place of recruitment. All transportation provided by the Employer will be by common carrier or other transportation facilities which conform to applicable regulation of the Interstate Commerce Commission of the United States of America.

EIGHT-RECORDS AND STATEMENTS

The Employer shall keep accurate and adequate records in regard to all earnings and deductions of the Employee and such records shall be available at any reasonable time for inspection by authorized representatives of the United States of America and by Employee or his representatives. Such records shall be retained by Employer for a period of not less than three (3) years following the completion of the employment period. Employer shall furnish Employee at or before the time he is paid for each pay period a written statement containing the following information: Total earnings for the pay period and an itemization of all deductions made from earnings.

NINE-OBLIGATIONS OF EMPLOYEE

The Employee shall indemnify and save harmless the Employer from all liability from loss, damage or injury to person or property resulting from the employee's refusal or negligent failure to return any property furnished to him by the Employer or due to such Employee's willful destruction of such property. During the term of this Agreement, Employee shall work only for a member of the Association, and such member shall only be designated by the Association. The Employee shall notify the Association in writing or by collect telephone call within thirty (30) days of any failure on the part of the Employer to pay the Employee any sums owed to the Employee for compensation or otherwise. In the event that the Employee's remote job assignment makes notification of the Association impossible within thirty (30) days of failure of the Employer to make wage payments, the Employee shall notify the Association as soon as reasonably practical but in no event longer than (90) days after failure of the Employer to pay wages owed to the Employee. Failure of the Employee to so notify the Association shall constitute a material breach of the Agreement, which shall substantially release the Association (but not the Employer) if any further obligation or liability to said Employee, except for the return transportation set forth in Section 11. Employer agrees to comply with all applicable laws of the United States and the individual states, including but not limited to compliance with all immigration laws.

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CONVENIO DE TRABAJO PARA PASTORES DE OVEJAS

Este Convenio para Pastores de Ovejas este 20 de Octubre del 2010, entre El Tejon Sheep Co., un miembro de WESTERN RANGE ASSOCIATION, aquí en adelante refiriendo como el "Empleador" CANTARO Castillo, Abel #78936 aquí en adelante refiriendo como el "Empleado".

UNO-TERMINO DE EMPLEO

El empleador por la presente emplea al Empleado y el Empleado por la presente acepta empleo como pastor de ovejas con el Empleador o cualquier otro Empleador quien es miembro de la Asociacion quien podra ser seleccionado por la Asociacion a opcion de la Asociacion por un periodo de comenzando cuando el Empleado comienza a trabajar en el lugar de su empleo en los Estados Unidos de America 09/09/2011 Sin embargo, dicho termino, si dura mas de un ano, es acondicionado (por un periodo total en el pais por no mas de tres anos). De renovacion de la certificacion H-2A por el Departamento de Labor de los Estados Unidos, inmigracion (INS) y lo acordado entre empleador y empleado. En el caso que la renovacion de la certificacion no se obtenga, este contrato debera de construirse como un termino de empleo equivalente al termino de la ultima certificacion del Departamento de Labor y fecha de caducidad la Visa/I-94 forma.

DOS- OBLIGACIONES DEL EMPLEADO

El Empleado por la presente es contratado como pastor de ovejas. El Empleado vivira en un lugar senalado por el Empleador y cumplira con cualquier labor con la cual sea asignado por el Empleador de acuerdo con la Visa H-2A la cual describe el trabajo del ovejero.

TRES-COMPENSACION DEL EMPLEADO

Como compensacion por los servicios prestados bajo este Convenio, el Empleado tendra derecho a recibir del Empleador un salario no menos de \$1422.52 moneda legal de los Estados Unidos de America por mes, cual monto sera por lo menos tan alto como el "Prevailing Wage Rate" en efecto para los pastores de ovejas en el estado donde el Empleador es establecido. Empleado comprende y esta de acuerdo que su compensacion puede cambiar si es transferido a otro Empleador durante el termino de este Convenio, pero de ninguna manera el monto podria ser menos que el "Prevailing Wage Rate" para el estado donde el nuevo Empleador esta localizado. Empleado debera ser pagado en sumas mensuales en el ultimo dia de cada mes durante el periodo de empleo, prorrateado de cualquier periodo de empleo parcial. Como compensacion adicional por servicios prestados bajo este Convenio y sin ningun costo para el Empleado, el Empleador le proporcionara vivienda y comida de acuerdo con las reglas y reglamentos (incluyendo variaciones) del gobierno federal de los Estados Unidos de America. En ningun caso la compensacion del Empleado sera menos que el minimo requerido por el gobierno federal de los Estados Unidos de America. El Empleado tendra derecho acumular dos (2) semanas de vacaciones pagadas por ano prorrateadas durante el periodo de empleo.

CUATRO-SEGURO

El Empleador debera, sin ningun costo para el Empleado, obtener seguro cubriendo lesiones y enfermedades surgidas durante el transcurso y como resultado del trabajo del empleado en los Estados Unidos de America. La cobertura no debera ser menos que los minimos establecidos por los estados individuales donde el Empleado esta empleado. El Empleador ademas acuerda incluir al Empleado bajo los terminos de seguro de grupo de salud de la poliza para los pastores de ovejas, si la Asociacion decide de proveer dicha poliza. El Empleador acuerda de pagar una mitad (1/2) del costo y el Empleado de pagar una mitad (1/2) del premio mensual de dicha poliza.

CINCO-HERRAMIENTAS Y EQUIPO

El Empleador proporcionara al Empleado, sin ningun costo al Empleado, todas las herramientas, materiales o equipo requerido para desempenar las tareas asignadas al Empleado de acuerdo con este Convenio. El Empleado debe de proveer toda ropa, incluyendo zapatos y botas, articulos de cama, y objetos personales.

SEIS-DEDUCCIONES DE COMPENSACION

El Empleador hara las siguientes deducciones de la compensacion al Empleado pagado: (1) Lo requerido por ley; (2) Los adelantos por salario; (3) Pagos por articulos de consumo entregados por el Empleador y que el Empleado ha comprado; (4) Pago de salarios en exceso; (5) Cualquier perdida del Empleado debido a la negativa o negligencia del Empleado en retomar cualquier propiedad entregada a el por el Empleador, o debido a la destruccion voluntaria de dicha propiedad por el Empleado; (6) Deducciones por transporte y costos de subsistencia pagados por el Empleador como estipulado en la seccion SIETE de este Convenio; (7) Mitad (1/2) del premio de la poliza de seguro de salud, para el Empleado, si dicha poliza es proporcionada por la Asociacion. Las deducciones bajo los parrafos (3), (4), (5) o (7) del presente parrafo en cada periodo de pago no excedera diez (10) por ciento del total del salario Ganado en ese periodo de pago. La suma de las deducciones bajo parrafo (6) del presente parrafo en cada periodo de pago no debera exceder cincuenta (50) por ciento del total del salario Ganado en ese periodo de pago. Al termino del contrato de trabajo, sin embargo, o si el Empleado abandona su contrato de trabajo, el Empleador puede deducir del cheque final del Empleado cualquier balance adeudado al Empleador por deducciones permitidas por este provision.

SIETE-TRANSPORTACION

El Empleador pagara por la transporte y subsistencia en camino desde el lugar de reclutamiento al lugar de empleo si el Empleado termina por lo menos cincuenta (50) por ciento del termino de empleo estipulado en la presente. No obstante, El Empleador puede deducir este costo de transporte y subsistencia en camino del salario del Empleado hasta que el Empleado haya terminado el cincuenta (50) por ciento del termino del empleo puesto aqui en adelante. Al completar cincuenta por ciento de este Convenio, el Empleado tendra derecho a un reembolso de los importes deducidos. Si el Empleado completa el termino de empleo mencionado en el presente, el Empleador le proveera transporte de regreso y subsistencia en camino desde el lugar de empleo al lugar de reclutamiento, excepto cuando el Empleado no regresa al lugar de reclutamiento. Toda transporte proporcionada por el Empleador sera transportacion publica u otros medios de transportacion que conforme reglamento de la Comision de Comercio Interstatal de los Estados Unidos de America.

OCHO-ARCHIVOS Y DECLARACIONES

El Empleador debera conservar archivos adecuados en respeto a toda ganancia y deducciones del Empleado y tal archivos deberan ser disponibles en un tiempo razonable para inspeccion por representantes autorizados de los Estados Unidos de America y por el Empleado o su representantes. Tal archivos seran conservados por el Empleador por un periodo no menos de (3) anos despues del acabamiento del periodo del empleo. El Empleador debera proporcionarle al Empleado en el momento o antes del tiempo que sea pagado por cada periodo de pago una declaracion por escrito conteniendo la siguiente informacion: Total ganancias del periodo de paga y un detalle de todas las deducciones hechas del salario.

NUEVE-OBLIGACIONES DEL EMPLEADO

El Empleado debera indemnizar y librar de responsabilidad al Empleador de todo daño y perjuicios de perdidas, danos o lesiones a persona o propiedad, resultantes de la negativa o negligencia del Empleado de regresar cualquier propiedad que el Empleador le haya entregado o debido a la destruccion voluntaria de dicha propiedad por el Empleado. Durante el termino de este Convenio, el Empleado debera trabajar solamente para un miembro de la Asociacion y dicho miembro sera unicamente designado por la Asociacion. El Empleado debera notificar a la Asociacion por escrito o por llamada telefonica por cobrar dentro de treinta (30) dias de falta de parte del Empleador a pagar al Empleado cualquier suma debida a el Empleado para compensacion o de otra manera. En el caso que el trabajo remoto del Empleado haga imposible notificar la Asociacion dentro treinta (30) dias por falta de el Empleador hacer pago de salario, el Empleado debera notificar a la Asociacion lo mas razonablemente practico en ningun caso mas de noventa (90) dias despues de falta del Empleador hacer pago de salario debido al Empleado. Falta del Empleado a notificar la Asociacion constituira un rompimiento material del Convenio cual substancialmente liberara la Asociacion (pero no el Empleador) de cualquier obligacion o dano a dicho Empleado, excepto para el transporte de regreso

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manifiestado adelante en Seccion 11. El Empleador esta de acuerdo a cumplir con toda leyes aplicable de los Estados Unidos y de los estados individuales, incluyendo pero no limitado a cumplimiento a toda ley de Inmigracion.

Pagina 1 de 2

TEN-EMPLOYMENT

If the Employee faithfully performs his duties, the Employer makes the guarantees in this paragraph. The Employer guarantees Employee the opportunity for employment for at least three-fourths (3/4) of the total period during which the Agreement and all extensions thereof are in effect, beginning with the first work day after the Employee's arrival at the place of employment and ending on the termination date specified in this Agreement, or its extension, if any. If the Employee, during such period, is afforded less employment than required under this provision, the Employee shall be paid the amount, which he would have earned had he, in fact, worked for the guaranteed period. In determining whether the guarantee of employment has been met, any days which the Employee fails to work during a work period when is afforded the opportunity to do so by the Employer, and all days of work performed shall be counted in calculating the days of employment required to meet this guarantee. If, before the expiration date specified in this Agreement, the services of the Employee are no longer required by the Employer, for reason beyond the control of the Employer (due to an act of God such as frost, flood, drought, earthquake, forest fire, hail, or other natural calamities of such character as to make the fulfillment of this Agreement impossible), this Agreement with this named Employer may be terminated. Efforts will be made by the Association to transfer the Employee to other comparable employment with another member of the Association which Employee agrees to accept under the same terms as this Agreement. If such opportunity to transfer to comparable employment is not provided by the Association, the Employee shall be returned to the place of recruitment at the Employer's expense. In such case deductions for transportation and subsistence en route from the place of recruitment to the place of employment shall be refunded. Whenever this Agreement is terminated (without such opportunity to transfer) under this provision, the Employer shall be responsible for the three-fourths (3/4) guarantee for the period beginning with the first work day after the Employee's arrival at the place of employment and ending with the date this Agreement is terminated, and the Employer shall pay the Employee all other amounts due under this Agreement. Nonetheless, if the Employee refuses to accept comparable employment, there shall be no such en route refunds or responsibility for any guaranteed employment required of the Association or the Employer.

ELEVEN-TERMINATION OF EMPLOYMENT

This agreement may be terminated prior to its expiration as follows:

- A. If the Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement, the Association and/or the Employer may at their option terminate this agreement by giving written notice of termination to the Employee without prejudice to any other remedy to which the Association and the employer may be entitled at law, in equity, or under this Agreement. NOTE: If your I-94 expires the contract is void as of the date of expiration of the Visa/I-94.
- B. By mutual written agreement of the Association, the Employer, and the Employee.
- C. Voluntary termination of employment for Job Abandonment, working for non-member of Western Range, refusing to perform Job contracted.

TWELVE-TRANSFER AND ASSIGNMENT

Employee understands and agrees that during the term of this Agreement, the Association and Employer may transfer Employee to another Employer, who is a member of the Association, provided that the new Employer agrees to be bound by all terms and conditions of this Agreement. If Employee objects to a transfer, the Association will consider the worker's concerns; however refusal on the part of the worker to transfer may subject the worker to dismissal as provided in Department of Labor regulations.

THIRTEEN-OBLIGATION OF EMPLOYER TO ASSOCIATION

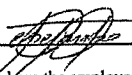
The Employer agrees to defend, indemnify and hold the Association harmless from any claim, demand, or lawsuit arising out of or related to the employment of the Employee, including but not limited to any claim by the Employee for wages or damages of any kind and any claim by any third-party or any governmental entity for damages or equitable relief. The Association (at its sole option) may elect to tender the defense of any matter subject to this indemnity provision to the Employer or may elect to retain counsel of the Association's choice, in which case the Employer shall pay all attorney's fees and costs of said counsel. Selection of counsel by the Association shall not affect the indemnity and hold harmless provisions of this paragraph. Any lawsuit between the Employer and the Association shall be brought in a competent court in California, and the prevailing party shall be entitled to attorneys' fees. This attorneys' fee provision does not apply to actions between the Employee and Employer or the Association. The Employer acknowledges that he is a member of the Association and shall be bound by all rules, regulations, policies, and Bylaws of the Association now in existence or in the future. The Employer further acknowledges that he has received and understands his membership package and Department of Labor Field Memorandum 74-89 Special Procedures: Labor Certification for Shepherders Under the H-2A Program.

Of the below listed EMPLOYER (Member of Western Range Association) and that Western Range Association is not the employer for the duration of my stay in the United States.

HERDER (Employee)

Abel CANTARO Castillo #78936 Name (Print)

Permanent Address


Signature of Herder

By my signature below I understand that I am the employer of the Herder (employee) and Western Range is not the Employer

EMPLOYER (Member of Western Range Association)

El Tejon Sheep Co Name (Print)

P.O. Box 80715

Bakersfield, CA 93380

Permanent Address

Signature of Employer

DIEZ-EMPLEO

Si el Empleado desempeña fielmente sus tareas, el Empleador hará las garantías en este párrafo. El Empleador garantiza al Empleado la oportunidad para empleo por lo menos tres cuartos (3/4) del periodo total durante el cual convenio y todas extensiones estén en efecto, comenzando con el primer día de trabajo después de la llegada del Empleado al lugar de empleo y terminando en la fecha de finalización especificada en este Convenio, o extensiones, si hay. Si el Empleado, durante tal periodo, es dado menos el empleo que requerido bajo esta provision, al Empleado se le pagará la cantidad, el cual hubiera ganado si en verdad, trabajo por el periodo garantizado. En determinando si la garantía de empleo ha sido satisfecha, los días en los cual el Empleado falte a trabajar durante el periodo de trabajo cuando se le presenta la oportunidad por el Empleador, y todos los días de trabajo desempeñado, serán contados en calculando los días de empleo requeridos para satisfacer este garantía. Si, antes de la fecha de expiración especificada en este Convenio los servicios de el Empleado no son requeridos por el Empleador, por razones fuera de control del Empleador (debido a un acto de Dios como helada, inundación, sequía, terremoto, granizo, incendio de bosque o cualquier otra calamidad de la naturaleza y dicho carácter haga el cumplimiento de este Convenio imposible), este Convenio con el empleador mencionado puede ser finalizado. La Asociación hará esfuerzo para transferir el Empleado a otro empleo comparable con otro miembro de la Asociación cual Empleado acuerda aceptar bajo los mismos termino de este Convenio. Si tal oportunidad a transferir a un empleo comparable no es proporcionado por la Asociación, el Empleado será regresado al lugar de reclutamiento al gasto del Empleador. En dicho caso, deducciones por transporte y subsistencia en camino desde el lugar de reclutamiento hasta el lugar de empleo será reembolsado. Cuando este Convenio es terminado (sin la oportunidad de ser transferido) bajo esta provision, el Empleador será responsable por los tres cuartos (3/4) de garantía por el periodo comenzando con el primer día de trabajo después del arribo del Empleado al lugar de empleo se rehusa aceptar comparable empleo, no habrá dicho reembolso en camino o responsabilidad por cualquier empleo garantizado requerido por la Asociación o el Empleador.

ONCE-TERMINACION DEL EMPLEO

Este Convenio puede ser terminado antes de su cumplimiento como sigue:

- A. Si el Empleado voluntariamente rompe o habitualmente descuida sus tareas cual el es requerido desempeñar bajo los termino de este Convenio, la Asociación y/o el Empleador podrá a su opcion terminar este Convenio dando aviso por escrito del termino al Empleado sin perjuicio de cualquier otro recurso que la Asociación y el empleador tengan por ley, equidad, o bajo este Convenio. NOTA: Si la I-94 se le expira el contrato se anula. Tocante la fecha indicada en la I-94.
- B. Por acuerdo mutuo escrito de la Asociación, El Empleador, y el Empleado.
- C. Abandono de trabajo, rehusarse de desempeñar el trabajo de contrato - no se requiere por escrito.

DOCE-TRANSFERENCIAS Y ASIGNACIONES

Empleado entiende y acuerda que durante el termino de este Convenio, la Asociación y el Empleador pueden transferir al Empleado a otro Empleador, quien es miembro de la Asociación, siempre que el nuevo Empleador este de acuerdo a seguir todo termino y condicionales de este Convenio. Si el Empleado rehusa a ser transferido, la Asociación considerara los motivos del trabajador; sin embargo, rehusa de parte del trabajador a transferirse puede exponer el trabajador a su división como es proveído en los reglamentos del Departamento de Labor.

TRECE-OBLIGACION DEL EMPLEADOR A LA ASOCIACION

El Empleador acuerda defender, indemnizar y librar de dano la Asociación por cualquier reclamo, demanda o juicio afuera de o relacionado con el empleo del Empleado, incluyendo pero no limitando a ningún reclamo por el Empleado por salarios o danos de ninguna especie o cualquier reclamo de tercer partido o cualquier entidad de gobierno por danos o olivio imparcial. La Asociación (como su unica opcion) puede elegir de cuidar la defensa de cualquier asunto sujeto a esta indemnización prevenida a el Empleador o puede elegir abogado de eleccion de la Asociación, en cual caso el Empleador tendrá que pagar todos honorarios del abogado y el costo de dicho abogado. Seleccíon de abogado por la Asociación no deberá afectar la indemnización y mantener libre de dano prevenciones de este párrafo. Cualquier juicio entre el Empleador y la Asociación tiene que hacer llevado en una corte competente en California, y el partido predominante deberá tener derecho a honorarios al abogado. Esta provision de honorarios de abogados no es aplicable a la accíon entre el Empleado y el Empleador o la Asociación. El Empleador reconoce que es un miembro de la Asociación y que deberá ser ligado por toda regla, reglamentos, polizas, y leyes privadas de la Asociación en existencia o en el futuro. El empleador agrega y reconoce que ha recibido y comprende su paquete de membresía y "Department of Field Memorandum 74-89 Special Procedures: Certificación de Labor para los Pastores Bajo el Programa H-2A.

Con mi firma entiendo que soy el empleado de le empleador a notado (miembro de la asociación) y que Western Range Asociación no es empleador por duracion de mi estancia en los Estados Unidos.

PASTOR (Empleado)

Abel CANTARO Castillo # 78936

Nombre (imprimir)

Dirección Permanente

Firma del Pastor

Con mi firma entiendo que soy el empleador del pastor (empleado) y Western Range Asociación no es empleador.

EMPLEADOR (Miembro de la Asociación Western Range)

El Tejon Sheep Co

Nombre (imprimir)

P.O. Box 80715

Bakersfield, CA 93380

Dirección Permanente

Firma del Empleador

Página 2 de 2

CONFIDENTIAL

RA 01479

WRA000011

This Shepherd Agreement this 10th day of September, 2011, between El Tejon Sheep Co., a member of WESTERN RANGE ASSOCIATION, hereinafter referred to as the "Employer" and CANTARO Castillo, Abel #78936, as the "Employee".

ONE-TERM OF EMPLOYMENT

TWO-DUTIES OF EMPLOYEE

THREE-COMPENSATION OF EMPLOYEE

RA 01480
WRA000006

EXTENSION DE ESTANCIA ENMIENDA DEL ORIGINAL CONVENIO DE TRABAJO PARA PASTORES DE OVEJAS

Este Convenio para Pastores de Ovejas este 10 dia de Septiembre 2011, entre El Tejon Sheep Co., un miembro de WESTERN RANGE ASSOCIATION, aqui en adelante refiriendo como el "Empleador", CANTARO Castillo, Abel #78936, y aqui en adelante refiriendo como el "Empleado".

UNO-TERMINO DE EMPLEO

El empleador por la presente emplea al Empleado y el Empleado por la presente acepta empleo como pastor de ovejas con el Empleador o cualquier otro Empleador quien es miembro de la Asociacion quien podra ser seleccionado por la Asociacion a opcion de la Asociacion por un periodo de comenzando cuando el Empleado comienza a trabajar en el lugar de su empleo en los Estados Unidos de America 09/09/2012. Sin embargo, dicho termino, si dura mas de un ano, es acondicionado (por un periodo total en el pais por no mas de tres anos). De renovacion de la certificacion H-2A por el Departamento de Labor de los Estados Unidos, inmigracion (INS) y lo acordado entre empleador y empleado. En el caso que la renovacion de la certificacion no se obtenga, este contrato debera de construirse como un termino de empleo equivalente al termino de la ultima certificacion del Departamento de Labor y fecha de caducidad la Visa/I-94 forma.

DOS- OBLIGACIONES DEL EMPLEADO

El Empleado por la presente es contratado como pastor de ovejas. El Empleado vivira en un lugar senalado por el Empleador y cumplira con cualquier labor con la cual sea asignado por el Empleador de acuerdo con la Visa H-2A la cual describe el trabajo del ovejero.

TRES-COMPENSACION DEL EMPLEADO

Como compensacion por los servicios prestados bajo este Convenio, el Empleado tendra derecho a recibir del Empleador un salario no menos de \$750.00 moneda legal de los Estados Unidos de America por mes, cual monto sera por lo menos tan alto como el "Prevailing Wage Rate" en efecto para los pastores de ovejas en el estado donde el Empleador es establecido. Empleado comprende y esta de acuerdo que su compensacion puede cambiar si es transferido a otro Empleador durante el termino de este Convenio, pero de ninguna manera el monto podria ser menos que el "Prevailing Wage Rate" para el estado donde el nuevo Empleador esta localizado. Empleado debera ser pagado en sumas mensuales en el ultimo dia de cada mes durante el periodo de empleo, prorrateado de cualquier periodo de empleo parcial. Como compensacion adicional por servicios prestados bajo este Convenio y sin ningun costo para el Empleado, el Empleador le proporcionara vivienda y comida de acuerdo con las reglas y reglamentos (incluyendo variaciones) del gobierno federal de los Estados Unidos de America. En ningun caso la compensacion del Empleado sera menos que el minimo requerido por el gobierno federal de los Estados Unidos de America. El Empleado tendra derecho acumular dos (2) semanas de vacaciones pagadas por ano prorrateadas durante el periodo de empleo.

ENTRE CUARTO Y TRECE COMO INDICADO EN EL CONTRATO ORIGINAL

Todos los terminos y condiciones permanecen iguales como indicado en contrato original.

Con mi firma entiendo que soy el empleado del empleador anotado (miembro de la asociacion no el empleador por duracion de mi estancia en los Estados Unidos.

PASTOR (Empleado)

Abel CANTARO Castillo #78936 Nombre (Imprimir)

Direccion Permanente

Firma del Pastor

Con mi firma entiendo que soy el empleador del pastor (empleado) y Western Range Asociacion no es empleador.

EMPLEADOR (Miembro de Western Range Asociacion)

El Tejon Sheep Co. Nombre (Imprimir)
P.O. Box 80715
Bakersfield, CA 93380

Direccion Permanente

Firma de el Empleador ExtFin Rev 09/048

CONFIDENTIAL

RA 01481
WRA000007

SHEEPHERDER EXTENSION OF STAY AMENDMENT TO ORIGINAL EMPLOYMENT AGREEMENT

This Sheepherder Agreement this 10th day of September 2012, between El Tejon Sheep Company, a member of WESTERN RANGE ASSOCIATION, hereinafter referred to as the "Employer" and CANTARO Castillo, Abel #78936, as the "Employee".

ONE-TERM OF EMPLOYMENT

The Employer hereby employs the Employee and the Employee hereby accepts employment as a sheepherder with the Employer or any other Employer who is a member of the Association who may be selected by the Association as the Association's option for a period commencing the day the Employee begins work at the place of his employment in the United States of America to 9/9/2013. However, said term, cannot exceed one year and any extension(s) of stay (for a total period in country no greater than 3 years) is conditioned upon H-2A certification renewal by the United States Department of Labor, INS, and in agreement between Employer and Employee. In the event certification renewal is not obtained, this contract shall be construed as a term of employment equal to the term of the last certification from the Department of Labor and expiration date of the Visa/I-94 form.

TWO-DUTIES OF EMPLOYEE

The Employee is hereby hired as a sheepherder. The employee shall live in a location designated by the Employer and shall perform any or all of the sheepherder tasks as may be assigned by Employer in compliance with the H2-A sheepherder job description.

THREE-COMPENSATION OF EMPLOYEE

As compensation for services rendered under this Agreement, the Employee shall be entitled to receive from the Employer a salary no less than \$750.00 lawful money of the United States of America per month, which amount shall be at least as high as the "prevailing Wage Rate" then in effect for sheepherders in the state the Employer is based. Employee understands and agrees that his compensation may change if he is transferred to another Employer during the term of this Agreement, but in no event shall said amount be less than the "Prevailing Wage Rate" then in effect for the state in which the new Employer is located. Employee shall be paid in monthly installments on the final day of each month during the period of employment, prorated for any partial employment period. As additional compensation for services rendered under this Agreement and at no cost to the Employee, Employer shall provide housing and board (meals) in accordance with the rules and regulations (including variations) of the federal government of the United States of America. In no event shall Employee's compensation be less than the minimum required by the federal government of the United States of America. Employee shall be entitled to accrue two (2) weeks paid vacation per year prorated during the period of employment.

FOUR THROUGH THIRTEEN AS STATED IN ORIGINAL CONTRACT

All other terms and conditions remain as stated in the original contract received upon arrival.

I understand that I am employed by my signature below that I am the Employee of the below listed EMPLOYER (Member of Western Range Association) and that Western Range Association is not the Employer for the duration of my stay in The United States.

HERDER (Employee)

Abel CANTARO Castillo #78936 Name (Print)

Permanent Address

Signature of Herder

By my signature below I understand that I am the employer of the Herder (employee) and Western Range is not the Employer.

EMPLOYER (Member of Western Range Association)

El Tejon Sheep Company Name (Print)
P.O. Box 80715
Bakersfield, CA 93380 Permanent Address

Signature of Employer

ExtFin Rev 09/04

CONFIDENTIAL

RA 01482
WRA000004

EXTENSION DE ESTANCIA ENMIENDA DEL ORIGINAL CONVENIO DE TRABAJO PARA PASTORES DE OVEJAS

Este Convenio para Pastores de Ovejas este 10 dia de Septiembre 2012, entre El Tejon Sheep Company, un miembro de WESTERN RANGE ASSOCIATION, aqui en adelante refiriendo como el "Empleador CANTARO Castillo, Abel #78936, y aqui en adelante refiriendo como el "Empleado".

UNO-TERMINO DE EMPLEO

El empleador por la presente emplea al Empleado y el Empleado por la presente acepta empleo como pastor de ovejas con el Empleador o cualquier otro Empleador quien es miembro de la Asociacion quien podra ser seleccionado por la Asociacion a opcion de la Asociacion por un periodo de comenzando cuando el Empleado comienza a trabajar en el lugar de su empleo en los Estados Unidos de America 9/9/2013 Sin embargo, dicho termino, si dura mas de un ano, es acondicionado (por un periodo total en el pais por no mas de tres anos). De renovacion de la certificacion H-2A por el Departamento de Labor de los Estados Unidos, inmigracion (INS) y lo acordado entre empleador y empleado. En el caso que la renovacion de la certificacion no se obtenga, este contrato debera de construirse como un termino de empleo equivalente al termino de la ultima certificacion del Departamento de Labor y fecha de caducidad la Visa/I-94 forma.

DOS- OBLIGACIONES DEL EMPLEADO

El Empleado por la presente es contratado como pastor de ovejas. El Empleado vivira en un lugar senalado por el Empleador y cumplira con cualquier labor con la cual sea asignado por el Empleador de acuerdo con la Visa H-2A la cual describe el trabajo del ovejero.

TRES-COMPENSACION DEL EMPLEADO

Como compensacion por los servicios prestados bajo este Convenio, el Empleado tendra derecho a recibir del Empleador un salario no menos de \$750.00 moneda legal de los Estados Unidos de America por mes, cual monto sera por lo menos tan alto como el "Prevailing Wage Rate" en efecto para los pastores de ovejas en el estado donde el Empleador es establecido. Empleado comprende y esta de acuerdo que su compensacion puede cambiar si es transferido a otro Empleador durante el termino de este Convenio, pero de ninguna manera el monto podria ser menos que el "Prevailing Wage Rate" para el estado donde el nuevo Empleador esta localizado. Empleado debera ser pagado en sumas mensuales en el ultimo dia de cada mes durante el periodo de empleo, prorrateado de cualquier periodo de empleo parcial. Como compensacion adicional por servicios prestados bajo este Convenio y sin ningun costo para el Empleado, el Empleador le proporcionara vivienda y comida de acuerdo con las reglas y reglamentos (incluyendo variaciones) del gobierno federal de los Estados Unidos de America. En ningun caso la compensacion del Empleado sera menos que el minimo requerido por el gobierno federal de los Estados Unidos de America. El Empleado tendra derecho acumular dos (2) semanas de vacaciones pagadas por ano prorrateadas durante el periodo de empleo.

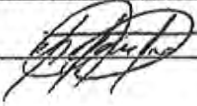
ENTRE CUARTO Y TRECE COMO INDICADO EN EL CONTRACTO ORIGINAL

Todos los terminos y condiciones permanecen iguales como indicado en contrato original.

Con mi firma entiendo que soy el empleado del empleador anotado (miembro de la asociacion no el empleador por duracion de mi estancia en los Estados Unidos.

PASTOR (Empleado)

Abel CANTARO Castillo #78936 Nombre (Imprimir)



Direccion Permanente

Firma del Pastor

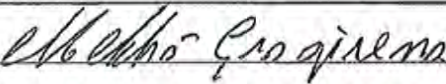
Con mi firma entiendo que soy el empleador del pastor (empleado) y Western Range Asociacion no es empleador.

EMPLEADOR (Miembro de Western Range Asociacion)

El Tejon Sheep Company Nombre (Imprimir)

P.O. Box 80715
Bakersfield, CA 93380

Direccion Permanente



Firma de el Empleador ExtFin Rev 09/048

CONFIDENTIAL

RA 01483
WRA000005