Case No. S227243

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

GERAWAN FARMING, INC.,

Petitioner,

v.

AGRICULTURAL LABOR RELATIONS BOARD,

Respondent,

UNITED FARM WORKERS OF AMERICA,

Real Party in Interest.

Fifth Appellate District, Case No. F068526
ALRB Case No. 2013-MMC-003 [39 ALRB No. 17]

Fifth Appellate District, Case No. F068676
Fresno County Superior Court, Case No. 13CECG01408
The Honorable Donald S. Black, Judge

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF COMBINED ANSWERING BRIEF OF PETITIONER; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF DAVID A. SCHWARZ; PROPOSED ORDER

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TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that, pursuant to California Evidence Code Sections 452 and 459, California Rule of Court 8.252, and supporting case law, Petitioner Gerawan Farming, Inc. ("Gerawan") hereby respectfully requests that the Court take judicial notice of the following materials cited in the Answering Brief of Petitioner ("Answering Brief").

This motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, and the Declaration of David A. Schwarz ("Schwarz Decl.").

Dated: February 15, 2016

Respectfully submitted,

IRELL & MANELLA LLP
David A. Schwarz

BARSAMIAN & MOODY P.C.
Ronald H. Barsamian

GEORGESON AND BELARDINELLI
C. Russell Georgeson

Michael P. Mallery
GERAWAN FARMING, INC.

By: _____
David A. Schwarz
Attorneys for Petitioner Gerawan Farming, Inc.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Gerawan respectfully requests that this Court take judicial notice of the following materials cited in its Answering Brief. True and correct copies of these materials are attached as exhibits to the declaration of David A. Schwarz:

- The Regional Director's letter dismissing Unfair Labor Practice Charge No. 2013-CL-001-VIS, captioned *United Farm Workers/Gerawan Farming, Inc.* (May 13, 2013) ("Exhibit A")
- Gerawan's Request for Review of the Regional Director's letter dismissing Unfair Labor Practice Charge No. 2013-CL-001-VIS, captioned *United Farm Workers/Gerawan Farming, Inc.* (May 28, 2013) ("Exhibit B")
- Order of the Agricultural Labor Relations Board Vacating the Regional Director's Dismissal of Petition for Decertification, *Gerawan Farming, Inc.* (November 1, 2013) ALRB Case No. 2013-RD-003-VIS, Admin. Order 2013-46 ("Exhibit C")
- Minute Order denying the United Farm Workers of America's Ex Parte Application for a Temporary Restraining Order, *United Farm Workers of America v. Gerawan Farming, Inc.* (November 27, 2013 Sacramento Superior Court) Case No. 34-2013-00153803 ("Exhibit D")
- Order denying the Agricultural Labor Relations Board's Ex Parte Application for a Temporary Restraining Order, *Agricultural Labor Relations Board v. Gerawan Farming, Inc., et al.* (June 2, 2014 Fresno Superior Court) ALRB Case No. 14CECG00987 ("Exhibit E")
- Decision of the Administrative Law Judge, *Gerawan Farming, Inc.* (Sept. 17, 2015) ALRB Case No. 2013-RD-003-VIS (39 ALRB No. 20) ("Exhibit F")
- Keynote Speaker Speech by William B. Gould IV, Agricultural Personnel Management Association's 36th Annual Forum (January 28, 2016) ("Exhibit G")
- U.S. Department of Labor, 2012 LM-2 Labor Organization Annual Report of the United Farm Workers of America ("Exhibit H")

Under California Rule of Court 8.252(a)(2)(C) and Evidence Code section 459, a reviewing court may take notice of anything that would be noticeable by a trial court under Evidence Code section 452. All of the materials cited above fall under that provision. They are also relevant to the issues presented in this matter for the reasons stated below and in Gerawan's Answering Brief. The Court should grant Gerawan's Request.

II. THE COURT SHOULD TAKE JUDICIAL NOTICE OF ORDERS IN STATE COURT PROCEEDINGS

Exhibits D and E are noticeable as judicial orders of courts of this state. (Evid. Code § 452(d) (1) ["Judicial notice may be taken of . . . [r]ecords of . . . any court of this state."]; see also *Arce v. Kaiser Foundation Health Plan, Inc.* (2010) 181 Cal.App.4th 471, 483, fn.7 [taking "judicial notice of the trial court's order" in another matter].) Exhibit D is a superior court order denying the United Farm Workers of America's ("UFW") Ex Parte Application for a Temporary Restraining Order to enforce the MMC order that is directly at issue in this appeal. Exhibit E is a superior court order denying a similar application brought by the Agricultural Labor Relations Board ("ALRB") in a separate proceeding.

III. THE COURT SHOULD TAKE JUDICIAL NOTICE OF ACTIONS BY THE ALRB AND THE UNITED STATES DEPARTMENT OF LABOR

Exhibits A, B, C, and F are noticeable as official acts of the ALRB in related administrative proceedings. Evidence Code section 452(c) permits judicial notice of "[o]fficial acts of the legislative, executive, and judicial departments" of this state. "Official acts include records, reports and orders of administrative agencies." (*Ordlock v. Franchise Tax Bd.* (2006) 38 Cal.4th 897, 911, fn.8.) Each of the exhibits listed above involve actions by the ALRB that directly relate to matters at issue in this appeal.

Exhibit A is the Regional Director's letter dismissing Gerawan's unfair labor practice charge against the UFW for its failure to engage in collective bargaining for approximately two decades after being certified. The legal effect of the UFW's abandonment of Gerawan's employee is one of the issues before this Court in this appeal. Exhibit B is Gerawan's request for review of the Regional Director's decision. It is noticeable as a "record" of an "administrative agency." (*Ordlock, supra,* 38 Cal.4th at p. 911; see also *C.R. v. Tenet Healthcare Corp.* (2009) 169 Cal.App.4th 1094, 1103 [court may take notice of documents filed with state agency]; *Salvaty v. Falcon Cable Television* (1985) 165 Cal.App.3d 798, 800, fn. 1 [same].)

Exhibits C is an order by the ALRB, and Exhibit F is a decision of the Administrative Law Judge, regarding the Petition for Decertification of

United Farm Workers of America. (*Gerawan Farming, Inc., et al.,* ALRB Case No. 2013-RD-003-VIS (39 ALRB No. 20).) As explained in Gerawan's Answering Brief, the decertification petition is relevant to several matters in this appeal, including the UFW's abandonment of Gerawan's employees and the constitutionality of the MMC process.

Exhibit C is also a publicly available government record that is accessible on the webpage of the ALRB[1] and is thus "not reasonably subject to dispute and [is] capable of immediate and accurate determination by resort to source of reasonably indisputable accuracy." (Evid. Code § 452(h).) Exhibit F is the Decision of the Administrative Law Judge in the above-referenced decertification proceedings. (Both the ALRB and the UFW have requested that this Court take judicial notice of this decision.)

Exhibit H is the U.S. Department of Labor 2012 LM-2 Labor Organization Annual Report of the United Farm Workers of America ("Annual Report). It is noticeable as an "official act" of a federal agency. (Evid. Code § 452(c); see also *Smiley v. Citibank* (1995) 11 Cal.4th 138, 145, fn. 2 [court may take judicial notice of documents from federal administrative agencies].) Exhibit H is also a publicly available government record and is thus "not reasonably subject to dispute and [is]

---

[1] This document is available at http://www.alrb.ca.gov/legal_searches/admin_orders/2013/2013-46_Gerawan_2013-RD-003-VIS.pdf (last accessed on February 14, 2016)

capable of immediate and accurate determination by resort to source of reasonably indisputable accuracy." (Evid. Code § 452(h).) Members of the public may access a copy of the Annual Report through the Department of Labor's website.[2]

IV. THE COURT MAY TAKE JUDICIAL NOTICE OF A PUBLIC SPEECH GIVEN BY THE CHAIRMAN OF THE ALRB

Exhibit G is a public speech given by William B. Gould IV, Chairman of the ALRB, on January 28, 2016. The speech is noticeable because it is publicly available and thus "not reasonably subject to dispute and [is] capable of immediate and accurate determination by resort to source of reasonably indisputable accuracy." (Evid. Code § 452(h).) A copy of this speech can be viewed and downloaded from a website that it is maintained by Stanford University where Chairman Gould is the Charles A. Beardsley Professor of Law, emeritus.[3] This speech is relevant to this appeal because it discusses the purpose and effect of the MMC statute on collective bargaining in California, and it was given by Chairman Gould who is the head officer of the Respondent agency in this matter.

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[2]This document may be accessed at https://olms.dol-esa.gov/query/getOrgQryResult.do (last accessed on February 14, 2016)

[3] This document is available at https://www-cdn.law.stanford.edu/wp-content/uploads/2016/01/WmBGouldIV-Thu28Jan2016-AgriPersonnlMangAssn-Keynote-Speech.pdf (last accessed on February 14, 2016)

V. CONCLUSION

For the reasons stated above, Gerawan respectfully requests that the Court take judicial notice of Exhibits A through H.

Dated: February 15, 2016

Respectfully submitted,

IRELL & MANELLA LLP
David A. Schwarz

BARSAMIAN & MOODY P.C.
Ronald H. Barsamian

GEORGESON AND BELARDINELLI
C. Russell Georgeson

Michael P. Mallery
GERAWAN FARMING, INC.

By: _____
David A. Schwarz
Attorneys for Petitioner Gerawan Farming, Inc.

DECLARATION OF DAVID A. SCHWARZ

I, DAVID A. SCHWARZ, declare as follows:

1. I am an attorney at the law firm of Irell & Manella LLP, counsel of record for Gerawan Farming, Inc. ("Gerawan"). I am a member in good standing of the State Bar of California. I have personal knowledge of the facts set forth in this Declaration and could and would testify competently to such facts under oath.

2. Attached hereto as Exhibit A is a true and correct copy of the Regional Director's letter dismissing Unfair Labor Practice Charge No. 2013-CL-001-VIS, captioned *United Farm Workers/Gerawan Farming, Inc.* (May 13, 2013).

3. Attached hereto as Exhibit B is a true and correct copy of Gerawan's Request for Review of the Regional Director's letter dismissing Unfair Labor Practice Charge No. 2013-CL-001-VIS, captioned *United Farm Workers/Gerawan Farming, Inc.* (May 28, 2013).

4. Attached hereto as Exhibit C is true and correct copy of Order of the Agricultural Labor Relations Board Vacating the Regional Director's Dismissal of Petition for Decertification, *Gerawan Farming, Inc.* (November 1, 2013) ALRB Case No. 2013-RD-003-VIS, Admin. Order 2013-46.

5. Attached hereto as Exhibit D is a true and correct copy of the Minute Order denying the United Farm Workers of America's Ex Parte

Application for a Temporary Restraining Order, *United Farm Workers of America v. Gerawan Farming, Inc.* (November 27, 2013 Sacramento Superior Court) Case No. 34-2013-00153803.

6. Attached hereto as Exhibit E is a true and correct copy of the Order denying the Agricultural Labor Relations Board's Ex Parte Application for a Temporary Restraining Order, *Agricultural Labor Relations Board v. Gerawan Farming, Inc., et al.* (June 2, 2014 Fresno Superior Court) ALRB Case No. 14CECG00987.

7. Attached hereto as Exhibit F is a true and correct copy of the Decision of the Administrative Law Judge, *Gerawan Farming, Inc.* (Sept. 17, 2015) ALRB Case No. 2013-RD-003-VIS (39 ALRB No. 20).

8. Attached hereto as Exhibit G is F is a true and correct copy of The Keynote Speech of William B. Gould IV given at the Agricultural Personnel Management Association's 36th Annual Forum on Thursday, January 28, 2016. As of February 14, 2016, this document is accessible on the following website: https://www-cdn.law.stanford.edu/wp-content/uploads/2016/01/WmBGouldIV-Thu28Jan2016-AgriPersonnlMangAssn-Keynote-Speech.pdf.

9. Attached hereto as Exhibit H is a true and correct copy of the 2012 LM-2 Labor Organization Annual Report of the United Farm Workers of America issued by the United States Department of Labor. As of

February 14, 2016, members of the public can access this document at the following website: https://olms.dol-esa.gov/query/getOrgQryResult.do.

Executed on February 15, 2016, at Los Angeles, California.

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

David A. Schwarz

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Fifth Appellate District, Case No. F068676
Fresno County Superior Court, Case No. 13CECG01408
The Honorable Donald S. Black, Judge

[PROPOSED] ORDER GRANTING JUDICIAL NOTICE

Good cause appearing,

IT IS HEREBY ORDERED that Petitioner's Request for Judicial Notice is granted. The Court will take judicial notice of Exhibits A through H contained in Petitioner's request.

Date: _____ _____

Presiding Justice

STATE OF CALIFORNIA EDMUND G. BROWN, JR., *Governor*

AGRICULTURAL LABOR RELATIONS BOARD
VISALIA REGIONAL OFFICE
1642 W. WALNUT AVENUE
VISALIA, CA 93277-5348
(559) 627-0995
FAX (559) 627-0985
www.alrb.ca.gov

May 13, 2013

Ron Barsamian
Barsamian & Moody
1141 W. Shaw Ave. Suite 104
Fresno, CA 93711

Re: Case Name: United Farm Workers / Gerawan Farming, Inc,.
Case Numbers: 2013-CL-001-VIS

Dear Mr. Barsamian:

After careful review and investigation I have decided to dismiss the above-referenced charge. Pursuant to the California Code of Regulations, Title 8, section 20218, an unfair labor practice charge may be dismissed if the Regional Director concludes that there is no reasonable cause to believe that an unfair labor practice has been committed or there is insufficient evidence to support the charge.

This charge alleges that the UFW committed an unfair labor practice by failing to communicate with the employer, designate a negotiator, make proposals or otherwise perform its responsibilities for over two decades after being certified as the bargaining representative. The charge further alleges that the UFW has failed to bargain in good faith in the last six months and that it has lost its right to represent the agricultural employees due to the abandonment of the bargaining unit.

Any complaint based on this charge would be barred by the statute of limitations. Labor Code Section 1160.2 states that no complaint shall issue based on any unfair labor practice occurring more than six months prior to the filing of the charge with the board. Our statute of limitations is read strictly and we do not recognize continuing violations as a means of extending this time limit. *AS-H-NE Farms, Inc.* (1980) 6 ALRB No. 9, fn. 2; *Local Lodge No. 1424 v. NLRB* (1960) 362 U.S. 411, 417-423. Here, you allege that the UFW has committed an unfair labor practice "for over two decades", and yet the charge was not filed until January 18, 2013. The Board has recognized that a union has a duty to exercise due diligence in the course of its bargaining activities and that repeated and excessive delays by the union in responding to bargaining proposals may constitute an unfair labor practice. *United Farm Workers (Maggio)* (1986) 12 ALRB No. 16. In *Maggio* there were repeated delays by the union in responding to the employer's bargaining proposals and the longest was approximately 10 months. Applying *Maggio*, it would not be permissible under Section 1160.2 to permit a charge to be filed approximately17 years after the union allegedly failed to exercise due diligence in the course of contract negotiations with Gerawan. Hence, this charge is barred by the statute of limitations.

The second portion of the charge seems to seek as a remedy for the unfair labor practice, that the UFW be decertified as the bargaining representative of Gerawan's employees. Because the charge is time-barred, there is no need to address this point. However, we would look to *Maggio, supra,* in determining the appropriate remedies where a labor organization has failed to exercise due diligence in its bargaining duties. In that case, the Board ordered the union to, *inter alia*, bargain with the employer upon request; to sign, mail, post, read and provide copies of a Notice to Agricultural Employees; and to cease and desist from failing to bargain collectively and in good faith, failing to meet at reasonable intervals with the employer, failing to respond to and submit proposals, and failing to furnish the employer with requested information relevant to bargaining. *Id.* at 21, 22.

If you disagree with this decision, you can request that the General Counsel review it. If she agrees with you, she can instruct me to change my decision in this case. To request review, you must write to the General Counsel of the Agricultural Labor Relations Board, located at 1325 J Street, Suite 1900, Sacramento, California, 95814, within ten (10) days of service of this notice. In your letter to the General Counsel you must explain why the decision should be reviewed. If you present new evidence for the General Counsel to review, you must why explain this evidence was not previously presented. The rules for seeking review are found in the California Code of Regulations, Title 8, section 20219.

If you have questions regarding this matter, please do not hesitate to call this office.

Sincerely,

Silas Shawver
Acting Regional Director

Cc. Mario Martinez, United Farm Workers

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May 28, 2013

Via UPS Delivery to:

Sylvia Torres-Guillen, General Counsel
Agricultural Labor Relations Board
Office of the General Counsel
1325 J Street, Suite 1900
Sacramento, CA 95814

Re: United Farm Workers (Gerawan Farming, Inc.)
Case No. 2013-CL-001-VIS

Dear Ms. Torres-Guillen:

Gerawan Farming, Inc. ("Gerawan") respectfully requests review of the Acting Regional Director's dismissal of the above-entitled unfair labor practice charge on May 13, 2013, pursuant to the ALRB's Regulations, Section 20219. The Acting Regional Director ("Regional Director") dismissed the charge because "[a]ny complaint based on this charge would be barred by the statute of limitations."

The basis of the charge is as follows:

> The United Farm workers of America (UFW) failed to communicate with the employer, designate a negotiator, make proposals or otherwise perform any of its responsibilities for over two decades after being certified as the bargaining representative of the agricultural employees of Gerawan Farming, Inc.
>
> 1. Gerawan farming, Inc. alleges that the UFW has lost its right to represent the agricultural employees due to its abandonment of the bargaining unit, as set forth above.
>
> 2. Gerawan Farming, Inc. further alleges that the UFW has failed to bargain in good faith during the last six months, as set forth above.

The charge was filed on January 18, 2013.

The Regional Director did not dismiss the charge based on any failure to provide evidence that the alleged factual conduct violated the Act. In fact, the Region's investigators cancelled a scheduled interview with John Sweet, the former Chief Financial Officer of Gerawan who attended the single negotiation session with the UFW in 1995. Mr. Sweet served in that position until 2007 and would provide testimony about the lack of any further contact from the UFW since 1995. Thus, it is clear that the Regional Director dismissed the charge on the sole basis that the statute of limitations barred the allegations. The Acting Regional Director provided no explanation as to why he believed his interpretation of the statute of limitations would bar the allegations during the time period from mid-July 2012 to the filing of the charge.

Thus, the Regional Director erred in determining that Gerawan's unfair labor practice charge against the UFW is time-barred. The Regional Director applied the wrong legal standard, failed to make the appropriate threshold inquiry based on "reasonable cause," and erroneously construed applicable law, including Sections 1160.2, 1155.2, and 1154(c). He summarily adjudicated the charge. This was not an exercise of discretion; it was legal error. In so doing, he usurped the authority of the Board, and denied Gerawan due process of law. Gerawan respectfully requests review of that dismissal.

The basis of the charge alleges that the Union bargained in bad faith during the six months preceding the filing of the charge. The charge is supported by undisputed evidence that this period of bad faith bargaining was a continuing violation of the UFW's statutory obligations in the preceding 17 years. That abandonment is also *prima facie* evidence of the UFW's inability or unwillingness to represent the bargaining unit. The record shows that the Union made no contact with Gerawan or its employees, for close to two decades. The Union did not represent employees in grievances or other non-bargaining matters. These facts are relevant conduct occurring in the six months preceding the filing of the charge. *Bruce Church, Inc.*, 17 ALRB No. 1, at 10 (1991).

This dilatory conduct is sanctionable under Section 1154(c). At minimum, it raises a substantial claim that Gerawan's duty to bargain had been extinguished when the Union requested negotiations in October 2012. *Dole Fresh Fruit Co.*, 22 ALRB 4 at 10.[1]

It also evidences the abdication of the UFW's obligations that would give rise to the remedy of a Board-ordered decertification This Board has held that such bargaining obligations would cease via "formal decertification or, in essence, a showing that the Union had effectively left the scene altogether." *Bruce Church, Inc.*, 17 ALRB No. 1, at 10.

The fact that the UFW resurfaced after 17 years does not render moot the Board's inquiry into the charge; it strengthens the claim. The UFW's October 12, 2012 demand to negotiate is, itself, the evidence of bad faith bargaining, in light of its prior actions which reflect an abdication of the bargaining unit. That demand raises the substantial question as to the Union's ability to competently represent the workers, and its motivation in claiming the right to negotiate on their behalf. These are questions that are appropriately examined in the context of a complaint filed before the Board.

The Regional Director avoided consideration of these issues by applying an erroneous standard of review and a misapplication of Board and judicial precedent.

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[1] *Dole* specifically contemplates that the employer may file a ULP when it appears to it that a certified representative has forfeited its status as the representative of its employees. *Id.* at 15-16.

I. The Regional Director's Initial Review Must be Based on Whether There is "Reasonable Cause" that a ULP has been Committed.

The Regional Director is required to investigate a charge "to determine whether or not there is ***reasonable cause*** that an unfair labor practice has been committed." ALRB Regulations, Section 20216 (emphasis added). A charge shall be dismissed only "[i]f the regional director concludes that there is no reasonable cause to believe that an unfair labor practice has been committed or there is insufficient evidence to support the charge." *Id.*, Section 20218.

"Reasonable cause" is established if the charge is neither "*insubstantial* nor *frivolous*." *ALRB v. Ruline Nursery Co.*, 115 Cal. App. 3d 1005, 1013 (1981) (emphasis in original); *see also Boire v. Freight Carriers, Inc.*, 515 F.2d 1185, 1189 (5th Cir. 1975) (noting that the standard for granting temporary relief under 29 U.S.C. § 160(j) depends on whether the NLRB, "through its Regional Director, has reasonable cause to believe that unfair labor practices have occurred"). This standard, set forth in the regulations adopted by the Board, must be followed by the Regional Director. The reasonable cause standard, as interpreted by the U.S. Supreme Court, is a "threshold determination that further inquiry is warranted and that a complaint should initiate proceedings." *Federal Trade Commission v. Standard Oil*, 449 U.S. 232, 241 (1980). The determination is based on whether sufficient evidence supports the charge; it is not an adjudication of the claims asserted, or of the defenses that may be raised. *Cf.* ALRA, Section 1160.6 ("If, after such [preliminary] investigation, the officer or regional director to whom the matter may be referred has *reasonable cause to believe such charge is true*") (emphasis added). The Board – not the Regional Director – is charged with adjudicatory functions.[2]

The Regional Director does not suggest that he lacked reasonable cause to believe that an unfair labor practice has been committed; clearly, a failure to bargain over a prolonged period of time is bad faith. Nor does he suggest that there is insufficient evidence to support the charge. Indeed, the letter is devoid of any indication that the Regional Director made any factual inquiry as to the reasons for the Union's lack of due diligence and inactivity over the last 17 years. The Letter of Dismissal does not suggest that the charging allegations and supporting evidence is not in dispute.

The charge meets this standard.

II. The Charging Allegations Meet the "Reasonable Cause" Standard.

The charge alleges that the UFW failed to bargain in good faith – or to bargain at all – during the six months preceding the filing of the charge. Specifically, Gerawan contends that the Union made no effort whatsoever to engage in any bargaining during a substantial portion of the six months preceding the filing of the charge, from July 17 to October 12, 2012, a roughly four month period. Gerawan further alleges that the failure to bargain was part of a continuing pattern of dilatory and evasive behavior reaching back close to two decades. Specifically, the UFW participated in a

[2] As the General Counsel has most recently argued several times since January 2012 in the context of seeking and obtaining judicial orders granting temporary relief to restrain unfair labor practices, "reasonable cause" is a "minimal burden of proof": The court "need not establish an unfair labor practice has in fact been committed, nor is the court to determine the merits of the case." *Agricultural Labor Relations Bd. v. Tex-Cal Land Management Inc.*, 165 Cal. App. 3d 429, 439 (1985) (citations and quotations omitted).

negotiation session in February 1995, at which point it was asked to provide a detailed proposal to Gerawan. It never responded, and ceased any direct interaction with Gerawan until October 2012.

Gerawan alleges that this conduct, both within the six month period and the prior two decades, evidenced an abandonment of the bargaining unit by the UFW. There can be no more compelling evidence of an "unwillingness or inability" to represent workers than the complete abdication on the part of the UFW. That evidence is not in dispute, and, importantly, was not addressed by the Regional Director in his dismissal of the charge. At a minimum, it compels the conclusion that the UFW failed to perform its mutual obligation to bargain in good faith during the six-month period and the preceding 17 years. ALRA, Section 1155.2(a).

The UFW's motive, timing, and assertion of bargaining exclusivity in October 2012 raises very serious questions as to whether its unfair labor practices "would interfere with the free choice of employees to choose or not choose an exclusive bargaining representative." ALRA, Section 1160.4(a)(2). The Board has an affirmative obligation, based on "reasonable cause," *id.* at Section 1160.4(a), to investigate and, based on "reasonable cause," obtain "appropriate temporary relief or restraining order" to enjoin such conduct.[3]

The belated reemergence of the Union does not render this history irrelevant or beyond inquiry by the Board. Nor does it moot a timely charge of bad faith bargaining. Rather, it reinforces the inference that the October 12 demand to initiate discussions was pretextual, made in bad faith, and not consistent with the obligations imposed by this Board to safeguard the workers' fundamental right of self-governance. The Regional Director was required to investigate these circumstances, as they would "shed light on the true character" of the seventeen years of abandonment, *Local Lodge No. 1424 v. NLRB*, 362 U.S. 411 at 416 (1960), the bad faith motivation behind the October 12 letter (given any colorable basis to claim that Gerawan's workers knew about such a demand made in their name, let alone that they ratified that action), as well as the Union's explanation for its absence.

The Regional Director does not indicate whether, as part of his investigation, he made any factual investigation, beginning with the most fundamental question: What explanation does the Union have to counter the undisputed evidence that it abandoned the bargain unit and failed to bargain in good faith – whether within the six months preceding the October 12 letter or 17 years after Gerawan asked that the Union provide a proposal? Such evidence would be highly relevant to the ULP charge. *See, e.g., Sumner Peck Ranch, Inc.*, 10 ALRB No. 24, at 10 n.10 (1984) (evidence of bad faith bargaining prior to six-month period was relevant background for finding of a lack of good faith in negotiations in conduct within the limitations period); *Holtville Farms, Inc.*, 7 ALRB No. 15, at 12 n.10 (1981) (incident outside the limitations term was evidence of a "pattern" of conduct that "sheds light on the true character of events within the limitation period").

[3] The Regional Director's "reasonable cause" standard, if adopted to proceedings brought by the Board under Section 1160.4, would require the Board to demonstrate that no affirmative defense would bar a finding of an unfair labor practice, and that showing would have to be made in order to obtain "appropriate temporary relief or restraining order." If, on the other hand, the Board determines that the "reasonable cause" standard differs for purposes of dismissing a charge that it would for seeking a TRO, then it should articulate the reasons for this distinction. Either way, the Board is charged with making the initial determination as to whether the quantum of proof required under Section 1160.4 is no less exacting than the standard set forth in the Regional Director's letter.

III. The Regional Director Usurped the Board's Authority by Summarily Adjudicating the Charge.

The Regional Director acknowledged, as he must, "that a union has a duty to exercise due diligence in the course of its bargaining activities and that repeated and excessive delays by the union in responding to bargaining proposals may constitute an unfair labor practice. *United Farm Workers (Maggio)* (1986) 12 ALRB No. 16."

Having set forth the applicable precedent, the Regional Director then ignores it and disregards the limited role of his inquiry, which is to make a threshold "reasonable cause" determination. Instead, he made evidentiary findings, and rendered conclusions of law, and adjudicated that the affirmative defense of statute of limitations barred Gerawan's complaint. While (as discussed below), the Regional Director misapplied the law based on an erroneous interpretation of the ALRA, it was not within his purview to make that determination in the first place. That is to be made by the Board, subject to judicial review, assuming that the defense has not been waived.

The Regional Director exceeded his authority based on an erroneous view of the power vested in him. *Cf. Belridge Farms v. Agricultural Labor Relations Bd.*, 21 Cal. 3d 551 (1978).

A. The Affirmative Defense of Statute of Limitations is Not Relevant to the Reasonable Cause Standard.

The statute of limitations is not a "jurisdictional requirement, but must be the subject of an ***affirmative defense.***" *AS-H-NE Farms*, Inc., 6 ALRB No. 9, at 16 (1980) (emphasis added). Affirmative defenses are waived if not asserted. *See id.*; *George Arakelian Farms*, 8 ALRB No. 36, at 8-9 (1982) ("We find that Respondent's failure to raise the statutory limitation embodied in section 1160.2 constituted a waiver of the defense."); *Chicago Roll Forming Corp.*, 167 N.L.R.B. 961, 971, 66 L.R.R.M. 1228 (1967) (". . . the proviso to Section 10(b) of the Act is a statute of limitations, and is not jurisdictional. It is an affirmative defense, and if not timely raised, is waived."); *Shumate v. NLRB*, 452 F.2d 717 (4th Cir. 1971).

The affirmative defense may be raised in the context of an adjudicative process, where the merits of the defense, as well as whether it was timely asserted, may be tested. The UFW would have been required to raise the defense, and, regardless of the merits of that defense (which are none), had it failed to do so, it would have waived it. The Regional Director's summary adjudication on statute of limitations grounds is a clear error of law, because it deprives Gerawan of the opportunity to challenge the merits of the defense. *See Wagner v. Fawcett Publ'ns*, 307 F.2d 409, 412 (7th Cir. 1962) (district court "had no right to apply the statute of limitations *sua sponte*").

The Regional Director does not, and cannot, answer the two critical questions at issue where the defense is raised: First, when did the statute begin to run? Second, what facts would bar the assertion of the defense, or toll the running of the time period?

The answers to these questions turn on fact-intensive inquiries, including whether the claimant had actual or constructive notice of the violation. These are part of the adjudicative process, and are subject to a hearing, an opportunity to examine witnesses, for the purpose of allowing the Board to make these determinations in the first instance. *Montebello Rose Co. v. ALRB*, 119 Cal. App. 3d 1, 30 (1981). There was no such notice; to the contrary, the undisputed evidence demonstrated the Union's inability or unwillingness to represent the workers; not a secretly-harbored intent to maintain that exclusivity, while doing nothing to bargain for the better part of 20 years. As in *Montebello*, the first

"notice" of bad faith conduct was when the Union returned and demanded negotiations in October 2012. Until that time, Gerawan was given no basis by the Union to suspect that it had the intention, willingness, or ability to represent its workers. To the contrary, the Union failed to respond to Gerawan's requests for a more detailed proposal. The evidence presented (and not disputed) leads to the conclusion that Gerawan was not aware of the UFW's "first manifestation of bad faith" until October, 2012, and could not have had actual or constructive notice of the claim until receipt of the October 2012 letter. *Montebello*, 119 Cal. App. 3d at 10.

The Union is free to attempt to assert a statute of limitations defense; it can offer evidence as to when Gerawan was on notice of the Union's failure to bargain. It can attempt to explain its dilatory conduct, or even to excuse it. Gerawan is entitled to argue that such defenses are untimely, waived, or otherwise barred by statute and equitable principles, including laches and unclean hands. It is not, however, appropriate, for the Regional Director to make these determinations.

B. "Continuing Violations" Extend, and do not Bar, the Limitations Period under Section 1160.2

After reaching the erroneous conclusion that he may adjudicate the affirmative defense on statute of limitations grounds, the Regional Director then misapplied the law by stating that the Board does not "recognize continuing violations" as a means of extending the limitations period of ALRA Section 1160.2. The error is three-fold. First, the bad faith bargaining occurred during the six-month period. Second, a continuing violation is a basis to extend the limitations period for an unfair labor practice claim; it is not grounds to extinguish a claim. Third, evidence of bad faith bargaining which predates the six-month period is relevant conduct, for purposes of assessing the violation which occurred within the Section 1160.2 period.

The Board has long recognized that continuing violations extend the six-month limitations period under Section 1160.2. *AS-H-NE*, cited by the Regional Director, explicitly holds that "surface bargaining is a continuing violation," and therefore that the limitations term of Section 1160.2 did not operate to bar the cause of action. *AS-H-NE* at 22, fn. 2.

The Regional Director recognizes that the UFW's violation is continuing, but fails to follows the Board's own precedent on such violations. The failure to bargain by the UFW for years is more extreme than the surface bargaining discussed in *AS-H-NE* – there was no effort, superficial or otherwise, to negotiate. The Board has previously explained that because a request to bargain is "continuing, ***it is not necessary to rely solely upon conduct occurring more than six months prior to the filing of the charge to establish an unfair labor practice***." *Ron Nunn Farms*, 6 ALRB No. 41, at 3 (1980) (emphasis added) (*citing Sewanee Coal Operators Ass'n.*, 167 N.L.R.B. No. 12, 66 L.R.R.M. 1022 (1967), *aff'd in relevant part*, 423 F.2d 169 (1967); *see also Valdora Produce Co.*, 10 ALRB No. 3, at 3 (1984) (noting that Section 1160.2's limitations period affects the *remedy*, not the "cause of action," which "survives due to the continuing nature of the violation"). These Board decisions follow the dictates of the Supreme Court, which has instructed that where occurrences within the limitations period "in and of themselves...constitute, as a substantive matter, unfair labor practices," a charge is continuing in nature and will not be time-barred. *Local Lodge No. 1424 v. NLRB*, 362 U.S. 411, 416 (1960).

Such an occurrence took place here. On or about July 21, 1992, the UFW sent Gerawan a letter requesting negotiations. Gerawan responded on August 13, 1992, "formally accept[ing] [the UFW's] offer to commence collective bargaining negotiations, and express[ing] [its] desire to meet and

negotiate." The UFW did not provide an initial CBA proposal until November 22, 1994, *two years later*, and in February 1995, held one brief, introductory meeting with Gerawan. The Union made no attempt to initiate any further negotiations concerning a collective bargaining agreement ***until October 12, 2012***, when it sent a letter to Gerawan requesting negotiations. This October 12 letter was within the six months before Gerawan filed its ULP charge on January 18, 2013. The absence of bargaining in the months prior to the transmittal of that letter is the unfair labor practice charged; the absence of any communication in the preceding 17 years is further evidence of a continuing violation, and highly relevant to the lack of good faith, or improper motive, in the effort to initiate bargaining. The letter did not become an "unfair labor practice only through reliance on an earlier prior unfair labor practice," though prior conduct would be highly probative. *Local Lodge No. 1424*, 362 U.S. at 417. The letter ***is*** the unfair labor practice, when viewed in light of the preceding period of abandonment.

Because the UFW's violation was continuing, and because the October 12 letter constituted an event that was, in of itself, an unfair labor practice, the Regional Director erred in considering the charge time-barred. *See Local Lodge No. 1424 v. NLRB*, 362 U.S. at 416; *Ron Nunn Farms*, 6 ALRB No. 41, at 3. Moreover, the Regional Director should have considered the Union's 17 years of evasive and dilatory conduct as relevant evidence of the "true character" not only of the October 12 letter, but of the three months from July to October 12, within the six month limitations period, during which the UFW's failed to bargain despite Gerawan's ongoing request to negotiate dating back to 1992. *See Ron Nunn Farms*, 6 ALRB No. 41, at 3. This failure to bargain was also in bad faith and constituted an unfair labor practice.

Gerawan respectfully requests the Regional Director's dismissal of the charge be reversed by the General Counsel for the reasons stated and that a complaint be issued. We appreciate your attention to these matters.

Sincerely,

BARSAMIAN & MOODY
A Professional Corporation

Ronald H. Barsamian

PROOF OF SERVICE
(Code of Civil Procedure §1013(a) and 2015.5)

I, Krista K. Osha, declare as follows:

I am and was at the time of service hereafter mentioned, over the age of eighteen (18) years of age and not a party to the above-entitled matter. My business address is 1141 W. Shaw, Suite 104, Fresno, CA 93711.

On May 28, 2013, I served the following documents:

Letter Requesting Review – Case No. 2013-CL-001-VIS

☒ By depositing a copy(ies) of each document with the **United Parcel Service, Overnight Mail,** City of Fresno, County of Fresno, State of California, in a sealed envelope, with postage prepaid, and addressed to:

See Below

☐ By Hand Delivering such document(s) to be delivered by hand to the offices of the person(s) listed below.

☐ By Facsimile Transmission. I transmitted such document(s) by facsimile machine to the facsimile number listed below.

☐ By United States Postal Service, Certified Mail, Return Receipt Requested, in a sealed envelope, with postage prepaid and addressed to:

I declare under penalty of perjury, according to the laws of the State of California, that the foregoing is true and correct and that this declaration was executed on May 28, 2013 at Fresno, California.

Krista K. Osha

Sylvia Torres-Guillen (original + 2 copies)
General Counsel
Agricultural Labor Relations Board
1325 J Street, Suite 1900
Sacramento, CA 95814

Mario Martinez
Legal Department
United Farm Workers of America
1227 California Avenue
Bakersfield, CA 93304

Silas M. Shawver
Acting Regional Director
Agricultural Labor Relations Board
1642 W. Walnut Avenue
Visalia, CA 93277-5348

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

GERAWAN FARMING, INC., Employer, and SILVIA LOPEZ, Petitioner, and UNITED FARM WORKERS OF AMERICA, Certified Bargaining Representative.	Case Nos. 2013-RD-003-VIS ORDER VACATING REGIONAL DIRECTOR'S DISMISSAL OF PETITION FOR DECERTIFICATION Admin. Order No. 2013-46

On October 25, 2013, Petitioner Silvia Lopez ("Petitioner") filed a Petition for Decertification of the United Farm Workers of America (the "UFW") as the certified bargaining representative of the agricultural employees of the employer, Gerawan Farming, Inc. ("Gerawan").[1] On October 28, 2013, the Regional Director dismissed the Petition as untimely based upon his conclusion that the decision of the Agricultural Labor Relations Board (the "Board") in a Mandatory Mediation and Conciliation ("MMC") case between the UFW and Gerawan (Case No. 2013-MMC-

[1] This is the second decertification petition filed by Ms. Lopez. The first, 2013-RD-002-VIS, was dismissed for an inadequate showing of interest in a dismissal letter. Though unclear how many signatures would have constituted an adequate showing of interest, we declined to review the Regional Director's determination in accordance with Cal. Code of Regs., tit.8, section 20300(l)(5).

003) resulted in a "contract bar" that precluded the holding of an election. The Board subsequently vacated the Regional Director's dismissal on the grounds that the issue of whether the terms of the mediator's report were to be effectuated was currently before the Board.[2] (*Gerawan Farming, Inc.* Admin. Order 2013- 44.) The Board instructed the Regional Director to continue to investigate the decertification petition to determine whether a bona-fide question concerning representation existed.

On October 31, 2013, the Regional Director issued a letter concerning the decertification petition indicating that, although he had concluded that Petitioner had met the statutory requirements for holding an election, the election should be blocked based on the pendency of three unfair labor practice complaints. (Case Nos. 2013-CE-010-VIS (complaint issued May 17, 2013), 2013-CE-027-VIS (complaint issued August 15, 2013; first amended complaint issued October 25, 2013) and 2012-CE-041-VIS, et al. (consolidated complaint issued October 30, 2013).

The Complaint in Case No. 2013-CE-010-VIS alleges that Gerawan proposed and insisted on excluding farm labor contractor ("FLC") employees from the bargaining unit in negotiations with the UFW. The Board does not view these allegations, standing alone, as being sufficient to warrant blocking the petition, as their effect on free choice, if any, would be dependent on the establishment of surrounding facts and circumstances. The complaint in Case No. 2013-CE-027-VIS contains

[2] The Board ultimately determined that the Agricultural Labor Relations Act (the "ALRA") precluded immediate effectuation of the terms of the mediator's report because Gerawan had challenged them in its petition for review. (*Gerawan Farming, Inc.*, Admin. Order 2013-45.)

serious allegations of employer interference in a decertification petition along with other unlawful conduct. The Regional Director's letter, however, fails to mention the degree to which remedial efforts by the General Counsel and agreed upon by Employer, which were allegedly represented by the General Counsel to the Fresno Superior Court in injunctive relief proceedings as having remedied some of the alleged unfair labor practice charges, in fact did so.

With respect to the consolidated complaint in 2012-CE-041-VIS et al., the complaint is based upon a series of charges pertaining to conduct alleged to have occurred as early as November 2012. The latest of the charges was filed in July 2013 and pertains to conduct alleged to have occurred in June 2013. Despite no complaint having previously been issued on any of these charges, the Regional Director issued a consolidated complaint on October 30, 2013 and cited the complaint as a basis to block the petition the next day.

The Board's blocking policy generally contemplates blocking an election based on a complaint that has already been issued, not one issued in the midst of the investigation of an election petition. (*Cattle Valley Farms* (1982) 8 ALRB No. 24.) It may be entirely proper to rely on such a late-filed complaint to block an election under the appropriate circumstances such as where the allegations relate directly to the validity of the election petition itself. However, under the present circumstances, notably that the charges on which the consolidated complaint was based were up to ten months old, the issuance of a complaint so close in time to the election leaves us with serious doubts as to the propriety of using that complaint to block the election. The

Board noted in its *Cattle Valley Farms* decision that "[s]tale or eleventh-hour charges which may subsequently be the basis for a complaint will not be permitted to delay or block a scheduled election." (*Cattle Valley Farms, supra,* 8 ALRB No. 24 p. 3.) While the Board referred in that decision to charges, and not complaints, the rationale underlying the two situations of avoiding last-minute tactics to delay the holding of an election is the same.

At this point, and under the unique circumstances presented in this case, there are enough questions regarding the degree to which any taint has been remedied, as well as questions as to the appropriateness of relying on the late-filed complaint to block the election, to justify holding the election, impounding the ballots, and resolving these issues through election objections and litigation of the complaints.

PLEASE TAKE NOTICE that pursuant to the authority over election matters vested in the Board itself under Labor Code section 1142, subdivision (b), the Board hereby VACATES the Regional Director's October 31, 2013 decision to block the above-captioned petition for decertification. The Board hereby orders that the election be held on **Tuesday, November 5, 2013** and the ballots be impounded pending

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resolution of any election objections and related unfair labor practice complaints.[3] No further dismissals shall be filed by the Regional Director.

Dated: November 1, 2013

GENEVIEVE A. SHIROMA, Chair

CATHRYN RIVERA-HERNANDEZ, Member

HERBERT O. MASON, Member

[3] Although the Regional Director's decision to block the petition necessarily results in the election being held outside the seven day time period specified in Labor Code section 1156.3 subdivision (a), the holding of an election outside of the statutory period does not invalidate the election. (*Radovich v. Agricultural Labor Relations Board* (1977) 72 Cal.App.3d 36.)

Gerawan Farming, Inc.
2013-RD-003-VIS

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

PROOF OF SERVICE BY MAIL
(1013a, 2015.5 C.C.P.)

I am a citizen of the United States and a resident of the County of Sacramento. I am over the age of eighteen years and not a party to the within entitled action. My business address is: 1325 J Street, Suite 1900-B, Sacramento, California 95814.

On November 1, 2013, I served the within ORDER VACATING REGIONAL DIRECTOR'S DISMISSAL OF PETITION FOR DECERTIFICATION (ADMIN. ORDER NO. 2013-46) on parties in said action by fax and by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Sacramento, California addressed as follows:

FAX & CERTIFIED MAIL

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HAND DELIVERED

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REGULAR MAIL & FAX

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Executed on November 1, 2013, at Sacramento, California. I certify under penalty of perjury that the foregoing is true and correct.

Leslie Soule

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE

MINUTE ORDER

DATE: 11/27/2013 TIME: 09:00:00 AM DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown
CLERK: E. Brown
REPORTER/ERM:
BAILIFF/COURT ATTENDANT:

CASE NO: **34-2013-00153803-CL-MC-GDS** CASE INIT.DATE: 11/21/2013
CASE TITLE: **United Farm Workers of America vs. Gerawan Farming, Inc.**
CASE CATEGORY: Civil - Limited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES

Nature of Proceeding: Ruling on Submitted Matter (Disposition of Ex Parte Application) taken under submission on 11/25/2013

Plaintiff, UNITED FARM WORKERS OF AMERICA (UFW), makes its ex parte application for a temporary restraining order and immediate enforcement of the Agricultural Labor Relations Board (Board) decision of November 19, 2013, found in 39 ALRB No. 17. (FN1) Specifically, Plaintiff UFW requests that "pending a hearing on a preliminary injunction, the Court restrain and enjoin Gerawan Farming, Inc., its agents, assigns, partners, employees, and any individual or entity acting in concert with it or on its behalf from refusing to abide by and refusing to implement the Collective Bargaining Agreement affirmed by the ALRB in its decision in In re Gerawan Farming, Inc. and UFW 9203) 39 ALRB No. 17, and incorporated decisions. Plaintiff further requests that the Court issue an order to show cause...why a preliminary injunction should not issue restraining and enjoining Defendant in the same manner for the remainder of this litigation." (Application, pg. 1, ll. 14-24)

In seeking ex parte relief, UFW asserts that the Labor Code (§1164.3(f)) provides that after the Board issues a final order adopting a collective bargaining agreement, a party may enforce the order by filing an action in the Sacramento Superior Court, as UFW has done here. UFW further asserts that it is undisputed the Board issued a final order and that Gerawan Farming (GF) "is refusing to abide the order." (MPA, pg. 2, l. 9) UFW's papers concede that any review of the Board's final order must be sought in the Court of Appeal or the Supreme Court, under §1164.5(a). However, UFW argues that to date there has been no such review sought. The further assert any appellate filing would not automatically stay the ALRB's order. Lab. Code § 1164.3(f). UFW claims that the appellant would need to make a showing to justify a stay. Lab. Code § 1164.3(f). In the absence of any attempt to seek review and any granting of a stay, UFW requests this Court to issue a temporary restraining order and preliminary injunction prohibiting GF from refusing to abide by the Board's final order. UFW asserts "Otherwise, the UFW and the workers will suffer irreparable harm from precisely the automatic stay that the Legislature declined to enact." (MPA, p. 2, ll. 18-23)

The Court shall address what the parties contend are the relevant statutes. The Court begins its analysis with Lab. Code § 1164.3(f), which reads: "Within 60 days after the order of the board takes effect, either

party or the board may file an action to enforce the order of the board, in the superior court for the County of Sacramento or in the county where either party's principal place of business is located. No final order of the board shall be stayed during any appeal under this section, unless the court finds that (1) the appellant will be irreparably harmed by the implementation of the board's order, and (2) the appellant has demonstrated a likelihood of success on appeal." § 1164.5(a) provides, in pertinent part: "Within 30 days after the order of the board takes effect, a party may petition for a writ of review in the court of appeal or the California Supreme Court. If the writ issues, it shall be made returnable at a time and place specified by court order and shall direct the board to certify its record in the case to the court within the time specified. The petition for review shall be served personally upon the executive director of the board and the nonappealing party personally or by service." § 1164.5(b) provides: "(b) The review by the court shall not extend further than to determine, on the basis of the entire record, whether any of the following occurred:

(1) The board acted without, or in excess of, its powers or jurisdiction.

(2) The board has not proceeded in the manner required by law.

(3) The order or decision of the board was procured by fraud or was an abuse of discretion.

(4) The order or decision of the board violates any right of the petitioner under the Constitution of the United States or the California Constitution."
§ 1164.9 provides: "No court of this state, except the court of appeal or the Supreme Court, to the extent specified in this article, shall have jurisdiction to review, reverse, correct, or annul any order or decision of the board to suspend or delay the execution or operation thereof, or to enjoin, restrain, or interfere with the board in the performance of its official duties, as provided by law and the rules of court."

UFW argues, in part, that the statutory language compels the result they seek. They assert the Legislature's deliberate creation of a narrow framework for review of the Mediator's
report by the Board, and of the Board's decision by reviewing courts, demonstrates a desire to provide farm workers with the benefit of a collective bargaining agreement. Moreover, the Legislature's addition of language providing that no final order of the Board shall be stayed on appeal unless the appellant shows irreparable harm and a likelihood of success on appeal shows an explicit intent to provide a collective bargaining agreement to agricultural workers without delay. They also contend that such language regarding the granting of stays is critical given that in absence of such language, an appeal would stay the Board's final order. See *ALRB v. Superior Court* (1983) 149 Cal. App. 3d 709, 713 (citing Code of Civil procedure section 916, the court held that an employer's appeal of an injunction issued against it at the request of the ALRB was stayed pending appeal). Given the Legislature's elimination of "automatic stays" upon the filing of an appeal in this area, the Legislature must have intended to provide farm workers with the immediate benefits of a bargaining agreement arrived at through the MMC process. They also claim that injunctive relief should be granted under the Court's equitable powers, compelling enforcement of the order. Of course, mandatory injunctions pending trial are rarely granted, and are permitted only "except in extreme cases where the right thereto is clearly established and it appears that irreparable injury will flow from its refusal." (*Board of Supervisors v. McMahon* (1990) 219 Cal.App.3d 286, 295, quoting *Hagen v. Beth* (1897) 118 Cal. 330, 331.)

In opposition to UFW's position, GF asserts that the controlling statutes provides no enforcement mechanism for the final order to be complied with because there is, as of yet, no judgment. It is also asserted that the Court lacks jurisdiction to afford the relief requested by the UFW, and, finally, that there is no emergency to justify ex parte relief. GF asserts that there is no basis in law or equity to grant an order to show cause, "let alone a mandatory injunction, to compel specific performance of a collective bargaining agreement ("CBA") that is neither self-enforcing nor reduced to judgment, as required before enforcement may be sought." (Opp. p. 1, ll. 2-5) GF argues that the ALRB has repeatedly held that

enforcement of the order at issue is not permitted at this time. GF asserts it will now challenge the ALRB Decision and order in the Court of Appeal, "as the statutory scheme provides." (Opp. p. 2, ll 1-2). GF notes that it has, under the relevant statute [§ 1164.5(a)], 30 days to file a petition for a writ of review. GF argues that until the Boards decision has been affirmed on appeal, or the time for appellate review has lapsed and no petition for review has been filed, "there is no legal avenue through which the Board may seek to enforce its decision, " Citing to *Ace Tomato Co and UFW*, (2012) 38 ALRB No. 8, at p. 7. In Ace, following a Board Decision affirming the mediator's report, the UFW filed a request for agency action to enforce the anti-stay provision in the MMC Law, alleging that Ace had failed to implement the CBA as ordered, and requesting that the Board go to court to enforce its decision (under Lab. Code § 1164.3(f), either party or the Board may file an action to enforce the Order of the Board). Immediately thereafter, the Board issued an Administrative Order requesting that Ace provide a response to the UFW's request for enforcement. Ace provided a response indicating that it intended to file a petition for review in the Court of Appeal of the Board's decision affirming the mediator, but did not indicate whether it had implemented the agreement. Shortly thereafter, the Board issued another Administrative Order, ordering Ace to state whether it had in fact implemented the CBA. The Board noted in the order that the CBA was effective and remained in effect "without regard to whether Ace files a petition for writ of review pursuant to ALRA section 1164.5." (*Ace*, supra, at p. 3). The decision further noted "Moreover, the agreement would continue to be in effect for the duration of the review process unless the Court of Appeal grants a stay under the narrow provisions of ALRA section 1164.3(f)." (Id. at p. 3) Ace admitted that it had not implemented the contract pending its planned appeal of the Board's decision. The issue presented in *Ace* falls squarely within the issue presented in the instant application. Although there is no state appellate authority squarely on point, the Court considers the Ace decision, with appropriate deference to the primacy of the ALRB's role in this area. In *Ace*, the UFW argued that the Board could seek immediate enforcement of its decision under ALRA 1164.3(f). For all intents and purposes, UFW seeks precisely the same relief in the instant proceeding. In finding 1164.3(f) "inapplicable", the ALRB addressed the meaning of section 1164.3(f). It concluded that 1164.3(f) establishes procedures for reducing a Board decision to a judgment where no appellate court review has been sought. Further, the ALRB noted that "The Board cannot seek to enforce its decision *at this time* [after the Decision of the Board and before appellate court review has been sought] under section 1164.3, subdivision (f), for an additional reason...That section by its terms provides the Board [or either of the parties] with authority to seek court enforcement of its decisions in MMC cases. As in unfair labor practice proceedings, the Board's decisions are not self-enforcing. Rather, in order to enforce its decisions, the Board must first obtain a judgment." Id. at pp. 4-5. The Ace decision goes on to note that that can occur in two ways. First, an order of an appellate court affirming the Board's decision constitutes a judgment [CCP §680.230]; second, where a Board order becomes final because the time for appellate review has passed, the Board must then get a court order reducing the Board's decision to a judgment. Significantly, the *Ace* decision notes "[a]t this time, the Board's decision has neither been affirmed by a reviewing court nor has the time for review lapsed. Consequently, there is no legal mechanism through which the Board can seek to *enforce* its decision at this time." Id. at p. 5. Yet, this is precisely what UFW seeks to do by way of the instant ex parte proceeding. The Court is persuaded by the analysis of the ALRB in Ace, when it states: "However, in order to force Ace to comply with the Board's decision under threat of contempt, the court would be acting in a manner equivalent to enforcement, and that would require a judgment that...cannot be obtained while the time for appellate review of the Board's decision has not yet lapsed." Id. at pp. 5-6. Further, by so doing, the Court would be acting in a manner inconsistent with section 1164.9. By acting in the manner proposed by UFW, the Court would compel enforcement of the CBA, even before GF filed its request for appellate review.

Certainly it is well established that legislative intent should be gathered from the whole act rather than from isolated parts or words. *People v. Allen*, (2007) 42 Cal. 4th 91. Courts should thus construe all provisions of a statute together, (*Turner v. Board of Trustees* (1976) 16 Cal. 3d 818) significance being given when possible to each word, phrase, sentence, and part of the act in pursuance of the legislative purpose. *Briggs v. Eden Council for Hope & Opportunity* (1999) 19 Cal. 4th 1106. The meaning of a

statute may not be determined from a single word or sentence. *Tonya M. v. Superior Court* (2007) 42 Cal. 4th 836. Its words must be construed in context, (*Id.*) keeping in mind the nature and obvious purpose of the statute where they appear (*People v. Cottle* (2006) 39 Cal. 4th 246) so as to make sense of the entire statutory scheme. *Grafton Partners L.P. v. Superior Court* (2005) 36 Cal. 4th 944).

Moreover, when interpreting statutes, the court begins with the plain, commonsense meaning of the language used by the Legislature; if the language is unambiguous, the plain meaning controls. *Surfrider Foundation v. California Regional Water Quality Control Board, San Diego Region*, (2012) 211 Cal. App. 4th 557; *Polster v. Sacramento County Office of Education*, (2009) 180 Cal. App. 4th 649, 663. However, where a statute's terms are unclear or ambiguous, the Court may look to a variety of extrinsic aids, including the ostensible objects to be achieved, the evils to be remedied, the legislative history, public policy, contemporaneous administrative construction, and the statutory scheme of which the statute is a part. (*In re M.M.* (2012) 54 Cal.4th 530, 536). It is fundamental that legislation should be construed so as to harmonize its various elements without doing violence to its language or spirit. Wherever possible, potentially conflicting provisions should be reconciled in order to carry out the overriding legislative purpose as gleaned from a reading of the entire act. (See *People ex rel. Younger v. Superior Court* (1976) 16 Cal.3d 30, 40.) A construction which makes sense of an apparent inconsistency is to be preferred to one which renders statutory language useless or meaningless. (See *Estate of McDill* (1975) 14 Cal.3d 831, 837.) As in any case involving statutory interpretation, the Court's fundamental task is to determine the Legislature's intent so as to effectuate the law's purpose. (*In re C.H.* (2011) 53 Cal.4th 94, 100.) Here the Court is persuaded that the rationale, as expressed in Ace, is the correct one, and governs the instant proceeding. There is thus no legal mechanism by which UFW may seek to enforce the CBA at this time. The *Ace* decision makes clear that what the UFW sought in that case and now seeks in the instant case is the "immediate implementation of the agreement so that the employees are assured of being paid [under the terms of the CBA]," and that this "is actually more in the nature of temporary relief, i.e., a temporary restraining order or preliminary injunction." Id. at p. 7. Of note, this is addressed as well, the Ace Decision noting "Unfortunately, there are no provisions of the ALRA governing the MMC process that permit the Board to seek temporary relief during the pendency of the 30-day period for seeking appellate review." Id. Footnote 5 of the Ace Decision notes that the ALRB found no authority establishing that the Board could seek temporary relief under the general provisions for injunctions in the CCP, citing to section 525 et.seq.

The Court finds the reasoning in the Ace decision persuasive and relevant to the analysis here. The application is DENIED.

FN 1. The ALRB Decision and order states, in pertinent part, "Pursuant to Labor Code section 1164.3, subdivision (d), the mediator's second report shall take immediate effect as a final order of the Board. The findings and conclusions of the Board set forth in Gerawan Farming, Inc. (2013) 39 ALRB No. 5, Gerawan Farming, Inc. (2013) 39 ALRB No. W,Gerawan Farming, Inc. (2013) 39 ALRB No. 13, and Gerawan Farming, Inc. (2013) 39 ALRB No. 16 are incorporated herein by reference. Those orders, together with the Order herein, shall constitute the final order of the Board subject to review pursuant to Labor Code section 1164.5 ." Gerawan Farming. Inc. (2013) 39 ALRB No. 16, pp. 2-3.

Declaration of Mailing

I hereby certify that I am not a party to the within action and that I deposited a copy of this document in sealed envelopes with first class postage prepaid, addressed to each party or the attorney of record in the U.S. Mail at 720 Ninth Street, Sacramento, California.

Dated: November 27, 2013

E. Brown, Deputy Clerk _____s/ E. Brown_____

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SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO **Civil Department - Non-Limited** 1130 "O" Street Fresno, CA 93724-0002 (559)457-1900	*FOR COURT USE ONLY*
TITLE OF CASE: **State of Calif vs Gerawan Farming**	
CLERK'S CERTIFICATE OF MAILING	CASE NUMBER: **14CECG00987 JH**

Name and address of person served:

Paul J. Bauer
Walter & Wilhelm Law Group
205 E River Prk Circle Ste 410
Fresno, CA 93729-8902

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the 06/02/2014 Minute Order and copy of Order After Hearing was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed at Fresno, California, on:

Date: **June 2, 2014**

Clerk, by M. Santana, Deputy

Anthony P. Raimondo, McCormick Barstow, 7647 N Fresno Street, Fresno CA 93720
Paul J. Bauer, Walter & Wilhelm Law Group, 205 E River Prk Circle Ste 410, Fresno CA 93729-8902
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SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO Civil Department - Non-Limited	Entered by:
TITLE OF CASE: **State of Calif vs Gerawan Farming**	
LAW AND MOTION MINUTE ORDER	Case Number: **14CECG00987 JH**

Hearing Date: 06/02/2014 — Hearing Type: From Chambers

Department: 402 — Judge/Temporary Judge: Jeffrey Y. Hamilton

Court Clerk: M.Santana — Reporter/Tape: Not Reported

Appearing Parties:

Plaintiff: **Not Present** — Defendant: **Not Present**

Counsel: — Counsel:

[X] The matter previously taken under advisement, the Court now rules: The Court denies the request for a temporary restraining order. See attached copy of Order After Hearing signed and issued.

[ ] Continued to [ ] Set for _____ at _____ Dept. _____ for _____

[ ] Submitted on points and authorities with/without argument. [ ] Matter is argued and submitted.

[ ] Upon filing of points and authorities.

[ ] Motion is granted [ ] in part and denied in part. [ ] Motion is denied [ ] with/without prejudice.

[ ] Taken under advisement

[ ] Demurrer [ ] overruled [ ] sustained with _____ days to [ ] answer [ ] amend

[ ] Tentative ruling becomes the order of the court. No further order is necessary.

[ ] Pursuant to CRC 391(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.

[X] Service by the clerk will constitute notice of the order.

[ ] Time for amendment of the complaint runs from the date the clerk serves the minute order.

[ ] Judgment debtor _____ sworn and examined.

[ ] Judgment debtor _____ failed to appear.
Bench warrant issued in the amount of $ _____

Judgment:

[ ] Money damages [ ] Default [ ] Other _____ entered in the amount of:
Principal $ _____ Interest $ _____ Costs $ _____ Attorney fees $ _____ Total $ _____

[ ] Claim of exemption [ ] granted [ ] denied. Court orders withholdings modified to $ _____ per _____

Further, court orders:

[ ] Monies held by levying officer to be [ ] released to judgment creditor. [ ] returned to judgment debtor.

[ ] $ _____ to be released to judgment creditor and balance returned to judgment debtor.

[ ] Levying Officer, County of _____, notified. [ ] Writ to issue

[ ] Notice to be filed within 15 days. [ ] Restitution of Premises

[ ] Other: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

CENTRAL DIVISION

State of CA (ALRB), Plaintiff, v. Gerawan Farming, Inc., Defendant.	No. 14CECG00987 ORDER AFTER HEARING Hearing Date: May 27, 2014 Dept. 402 Judge: Honorable Jeffrey Y. Hamilton

The following matter came on calendar before this court on May 27, 2014 for a further hearing on plaintiff's ex parte application for a temporary restraining order compelling defendant's implementation of a collective bargaining agreement

After review of the pleadings filed in conjunction with these motions, and all other pleadings in the file, and considering all oral argument made at the hearing, the court took the matters under submission. The court now takes the matters out from under submission and orders as follows:

The State of California Agricultural Labor Relations Board brings this action under the provisions of Labor Code § 1160.4(b)(2). Mandatory injunctions are authorized in appropriate circumstances under Labor Code § 1160.4. (*Agricultural Labor Relations Board v. Laflin & Laflin* (1979) 89 Cal.App.3d 651, 670.) However,

the purpose of § 1160.4 is not to enforce "remedial" or "compensatory" ALRB orders pending finality. (*Ibid.*) Similarly, proposed orders which have "nothing to do with temporarily maintaining a status quo" are likewise unenforceable. (*Ibid.*)

In *ALRB v. Tex-Cal ("Tex-Cal")* (1987) 43 Cal.3d 696, the California Supreme Court held that ALRB orders are final, not interlocutory, and "ordinary" for purposes of the appellate-stay provisions of the Code of Civil Procedure. (*Id.* at 703, 707-708.) Accordingly, the appellate stay provisions applied to both §§1160.4 and 1160.8:

> Finally, as in the case of section 1160.4, the ALRA's purposes are not unduly frustrated by applying normal appellate-stay rules to superior court enforcement orders under section 1160.8. Prohibitory portions of an order are not automatically stayed pending appeal, and if affirmative injunctive relief is necessary to preserve the status quo pending appeal, an *Emeryville* stay, supra, 69 Cal.2d 533, 72 Cal.Rptr. 790, 446 P.2d 790, can be obtained from the reviewing court. We conclude that a superior court enforcement order under section 1160.8 is subject to the appellate-stay provisions governed by part 2 of the Code of Civil Procedure.

Id. at 708-709.

Ace Tomato Company v. United Farm Workers of America (2012) 38 ALRB No. 8, bridges the schism between the prohibition of an ongoing unfair labor practice under § 1160 et seq., and the mandatory mediation and conciliation provisions of 1164 et seq. In *Ace Tomato*, the ALRB denied enforcement under §1164.3 reasoning that an order is unenforceable until, "the Board's decision has []either been affirmed by a reviewing court [or]the time for review lapsed." (*Ace Tomato*, pg. 5.) However, *Ace* also added that temporary relief could be pursued by the General Counsel under § 1160.4 because the UFW had filed a charge of an unfair labor practice.

In the present case, the General Counsel followed the directive of Ace Tomato and sought interim orders requiring Gerawan to comply with the new CBA on January 31, 2014. (2014-CE-003-VIS, see Dec. of Silas Shawver, Exhibit 1

filed on April 9, 2014.) This is apparently a § 1160.4 charge. (See Points & Auth. in support of TRO, filed on April 9, 2014.) ***The ALRB has yet to issue an order based on these charges.***

Without an ALRB order re 2014-CE-003-VIS, the present case is procedurally distinct from the "normal appellate stay rules" addressed in *Tex-Cal, Supra,* 43 Cal.3d at 708-709.) Thus, the matter is not stayed and whether injunctive relief is appropriate turns on a finding of "just and proper." *Laflin* and *Tex Cal* are both instructive in that they define "just and proper" as preserving, rather than upsetting, the status quo. Here, however, requiring Gerawan to implement the CBA is a blatant departure from the existing status quo of no operative CBA. In particular, the CBA would invoke a long term bar to an employee election. Such an election, however, is, at this point, a clear objective of numerous Gerawan employees. Additionally, the evidence presented at both hearings described the UFW's lengthy absence from Gerawan as well as the disputed mediation procedure giving rise to the CBA now under review by the Fifth District Court of Appeals.

The Court denies the request for a temporary restraining order.

DATED this 2nd day of June, 2013

Honorable Jeffrey Y. Hamilton
Judge of the Superior Court

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

GERAWAN FARMING, INC., Employer, and SILVIA LOPEZ, Petitioner, and UNITED FARM WORKERS OF AMERICA, Certified Bargaining Representative.	Case No.	2013-RD-003-VIS (39 ALRB No. 20)
GERAWAN FARMING, INC., Respondent, and UNITED FARM WORKERS OF AMERICA, Charging Party.	2012-CE-041-VIS 2012-CE-042-VIS 2012-CE-046-VIS 2012-CE-047-VIS 2013-CE-007-VIS 2013-CE-009-VIS 2013-CE-025-VIS 2013-CE-027-VIS 2013-CE-030-VIS 2013-CE-038-VIS 2013-CE-039-VIS	2013-CE-041-VIS 2013-CE-042-VIS 2013-CE-043-VIS 2013-CE-044-VIS 2013-CE-045-VIS 2013-CE-055-VIS 2013-CE-058-VIS 2013-CE-060-VIS 2013-CE-062-VIS 2013-CE-063-VIS

DECISION OF THE ADMINISTRATIVE LAW JUDGE

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This matter was heard by Mark R. Soble, Administrative Law Judge ("ALJ"), State of California Agricultural Labor Relations Board ("ALRB"), at the State of California Building, 2550 Mariposa Mall, Fresno, California 93610, and at the Radisson and Doubletree Hotels in downtown Fresno, on one hundred and five (105) hearing days starting on September 29, 2014, and ending on March 12, 2015.[1]

ISSUE(S)

The overall question in this matter is whether the employer, Gerawan Farming, Inc. ("Gerawan"), committed unfair labor practices or other objectionable conduct with respect to the decertification election that was held on November 5, 2013. The scope of this hearing was strictly limited by the Board's Administrative Order No. 2014-27, dated September 19, 2014.

FINDINGS OF FACT

A. Jurisdiction, Procedural History and Background

1. Juridiction

Gerawan admits that, at all relevant times, it was an employer within the meaning of California Labor Code section 1140.4, subdivision (c). (Respondent's Answer to Amended Consolidated Complaint, dated September 15, 2014) At all relevant times, the UFW was a labor organization as defined by California Labor Code section 1140.4, subdivision (f).[2]

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[1] There are 105 volumes totaling 20,248 pages of hearing transcripts.

[2] At the prehearing conference call on Tuesday afternoon, September 9, 2014, Gerawan admitted to the general labor organization status of the UFW, but did not

(Footnote continued....)

2. Procedural History

The General Counsel filed its Amended Consolidated Complaint, dated September 9, 2014, and, on or about September 15, 2014, the Respondent filed its answer to the Amended Consolidated Complaint. On October 25, 2013, petitioner Silvia Lopez filed a petition for decertification.[3] On October 28, 2013 and October 31, 2013, respectively, the Visalia ALRB Regional Director first dismissed the petition and then blocked the election, based on theories of a pending bargaining agreement and pendency of unfair labor practice complaints. On October 28, 2013, and November 1, 2013, the Board issued Orders vacating these Regional Director decisions and ordering that the election go forward. A decertification election was held on November 5, 2013. The ballots were impounded so there is presently no available tally of ballots.

The United Farm Workers of America ("UFW"), Gerawan and petitioner Lopez all filed election objections. On December 19, 2013, the Board set some of

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(Footnote continued)
admit that the UFW represented its workers during June 2013 to November 2013. (Prehearing Conference Order, dated September 10, 2014, at page three, lines eight to ten.)

[3] On September 18, 2013, petitioner Silvia Lopez filed a petition for decertification, along with a supplemental filing on September 23, 2013. On September 25, 2013, the Visalia ALRB Regional Director dismissed this petition for decertification. Given that there was less than five weeks between the time when the first petition was filed and October 25, 2013, which was when the second petition was filed, any company aiding or assisting of the September 2013 petition, if found, might have the same impact on workers' free choice as if it was connected to the October 25, 2013 petition.

these election objections for hearing. (39 ALRB No. 20) After taking over ten months to complete its investigation, on September 9, 2014, the General Counsel filed an Amended Consolidated Complaint.[4] On September 15, 2015, Gerawan filed an Answer to the Amended Consolidated Complaint. On September 19, 2015, the Board issued an administrative order to sever the amended, consolidated complaint and to expedite hearing of portions of the matter. (Administrative Order No. 2014-27, dated September 19, 2014)

Prehearing conferences were held on this matter on Wednesday afternoon, August 20, 2014, Tuesday afternoon, September 9, 2014, Thursday afternoon, September 11, 2015, and Monday morning, September 22, 2014, with the last of those dates occurring in person in Fresno in the presence of a court reporter. Prehearing conference orders were issued on multiple dates, including August 21, 2014, September 10, 2014, September 12, 2014, September 23, 2014[5], and

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[4] Witnesses typically have their best recollection prior to extensive passage of time. Aside from the ALJ's general concern over the length of the investigation, the ALJ also felt that the General Counsel's specific timing of the amended consolidated complaint, e.g., September 9, 2014, less than three weeks before the long-established hearing date of September 29, 2014, had the general feel of trial by ambush. Under those circumstances, the General Counsel itself should have simultaneously offered to stipulate to continue the hearing for an additional brief interval of time, subject to the approval of the Board and/or Executive Secretary, rather leaving the other parties with the unpalatable choice of seeking a short continuance and being falsely perceived as the party causing a delay in the proceedings or otherwise scrambling in just a few days to review the twenty-eight pages amended consolidated complaint and prepare their theory of the case for the prehearing conference calls.

[5] In this Prehearing Conference Order, due to the seasonal nature of agricultural employment, the ALJ offered special accommodations by which the UFW, Gerawan and Petition could call a limited number of witnesses out of the usual order. The ALJ

(Footnote continued....)

September 25, 2014[6]. Following a joint request for an extension from all of the parties, paper copies of the post-hearing briefs in this matter were physically received at the ALRB on Tuesday, May 26, 2015.

3. Background

Gerawan is the largest tree fruit grower in California both in terms of number of employees and in terms of the amount of fruit that it grows. (62 RT 59:3-6) Gerawan's "West side ranches" are in the Kerman area and Gerawan's "East side ranches" are in the Reedley/Sanger area. (Exhibits SCGX-1, SGCX-2, and GCX-94)

(Footnote continued)
also expressed his significant concern about the Visalia ALRB Regional Director providing photocopies of confidential petition signatures to a third party that had been retained as a potential testifying expert witnesses. The ALJ struck the proposed testifying expert witness not only because her name was not timely submitted, but also because disclosing confidential petition signatures to the parties, so that they could effectively cross-examine the testifying expert, would completely undermine worker confidence in the confidentiality of petition signatures. The ALJ believes that as a general rule it is inappropriate for the Regional Director to show the confidential petition signatures to a third party absent an Order from the Board or a Court. This is especially true in the instant hearing where the evidence of support required by California Labor Code section 20390, subdivision (c) was not at issue in this matter.

[6] In this prehearing conference order, the ALJ granted in part, and rejected in part, a UFW *motion in limine* to exclude evidence in support of Gerawan's "abandonment" defense. The ALJ followed the Board's reasoning in Gerawan Farming, (2013) 39 ALRB No. 5, at pages three and four, which rejected the proposed abandonment defense. The ALJ therefore excluded evidence for the purposes of trying to establish the truth of whether or not the UFW became inactive at Gerawan Farming or not. Any statements in the briefs as to the alleged inactivity of the UFW are simply not supported by the record because none of the parties were given the opportunity to introduce evidence in that regard. Rather, the ALJ solely allowed workers to testify whether or not they felt abandoned by the UFW, using the concept of abandonment in a lay person or colloquial sense, rather than as a legal conclusion. Generally, the ALJ limited counsel to inquiring during the time period of three or four years prior to the election when inquiring with witnesses as to when they first heard about union issues.

Gerawan harvests peaches, nectarines, plums, apricots, table grapes and wine grapes. (62 RT 23:19-24[7], and 74 RT 125:1-7 and 92 RT 10:1-22) Nectarines are typically harvested from mid-May to early September. (62 RT 24:9-21) Peaches are typically harvested from early May to early October. (62 RT 24:7-17)

On a busy day during the peach harvest, Gerawan will have between thirty and fifty-five crews out in the fields. (62 RT 27:19-22, 77 RT 37:5-20, and 92 RT 47:20-24) Approximately five to fifteen of those crews would be farm labor contractor ("FLC") crews. (92 RT 48:6-8) Most crews have between twenty and fifty workers. (62 RT 27:23-25) The workers use ladders to pick the peaches. GCX-16 is comprised of two photographs of these ladders. (Exhibit GCX-16[8]) The fruit is then put in buckets and the buckets are then put on trailers moved by small tractors. Stone fruit is packed in packing houses and table grapes are packed in the fields. (62 RT 9:19-10:11)

The harvesting of grapes typically begins approximately at the time when the harvesting of peaches is completed, resulting in table grapes typically being harvested from early October until late November. (62 RT 24:22-25:9) During the

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[7] Court Reporter's Transcript, volume sixty-two, at page 23, lines 19-24, is abbreviated as 62 RT 23:19-24.

[8] The official exhibit numbers are the numbers on the white label attached by the ALJ to the exhibit. These numbers are the same as the numbers on the ALJ's exhibit list. Pursuant to past direction, the ALJ assigned exhibit numbers in the order that the exhibits were identified at the hearing. Many of the General Counsel's exhibits were pre-marked with a different number.

harvesting of table grapes, most workers are paid piece rate regardless of whether they are doing picking or packing. (74 RT 163:2-6)

In 2013, Gerawan was a member of the California Grape and Tree Fruit League (the "Fruit League"), which is now known as the California Fresh Fruit Association. (62 RT 50:21-51:1) At that juncture, Gerawan has been a member of the Fruit League for approximately four or five years. (62 RT 53:23-54:1) In 2013, Gerawan made $20,000 to $30,000 in payments to the Fruit League, including $15,000 in membership fees and dues, another $5,000 to $15,000 for export programs, and possibly some amount of money to the Grape league's political action committee. (62 RT 52:1-53:4) Gerawan vice president George Nickolich serves on the Fruit League's Board of Directors. 62 RT 51:2-7) Dan Gerawan has known Barry Bedwell since he became president of the Fruit League, which was about a decade ago. (62 RT 54:14-17) Starting in December 2012, Dan Gerawan began talking to Bedwell almost daily. (62 RT 55:14-19)

4. Company Supervisors

Gerawan does not dispute that the following individuals meet the standard of "supervisor" as defined by California Labor Code section 1140.4, subdivision (j):

i. Owners and officers Ray Gerawan, Star Gerawan, Dan Gerawan (witness # 94), and Mike Gerawan (witness # 117). (62 RT 8:19-23);

ii. Field managers Nick Boos, Jose ("Lolo") Pizano, Antonio Franco, Steve Boos and Doug Zweigle. (62 RT 21:7-17, 77 RT 33:10-34:3 and 77 RT 36:8-14) Antonio Franco manages the trees on the West side. Nick Boos

manages the vines on the West side. (77 RT 20:6-10) Jose "Lolo" Pizano manages the trees on the East side. (77 RT 19:23-20:2)

iii. Field supervisors Juan Aeal, Jose Becerra, Phil Braun, Jose Camargo, Guadalupe ("Lupe") Elizondo, Jesus Elizondo, Rafael Gomez, Pedro Gonzales, Angie Guzman, Tony Martinez, Jorge Mendoza, Mario Montes (witness # 53), Mario Navarro, Roy Rhyne, Pedro Rosas and Lucio Torres (witness # 126). (77 RT 31:23-32:23 and 77 RT 35:1-16)

iv. All crew bosses or foreman, and assistant crew bosses during the times when the assistant crew boss directed a portion of the crew in a different physical location than the crew boss was situated. An example of this would be when the crew boss directs workers packing grapes at edge of the fields, and the assistant crew boss directs members of that crew picking grapes within the fields. The record is replete with examples that Gerawan crew bosses have almost unfettered discretion when it comes to hiring, assigning tasks, and enforcement of attendance and tardiness policies. Crew bosses are authorized to request discipline. (74 RT 143:6-7)

v. Human resources and office managers: Jose Erevia (witness # 99), Oscar Garcia Bonilla (witness # 116), and Tatiana Projkovska (witness # 124). Erevia's formal title is Employee Outreach and Regulatory Compliance Manager. (74 RT 105:11-13) In 2013, Garcia was Gerawan's Human Resource Director. (91 RT 8:19-21) Notwithstanding their formal job titles, it was Erevia and not Garcia who had primary responsibility for human resources matters involving field

employees. (91 RT 11:2-7) In 2013, Projkovsha served as Gerawan's office manager. (100 RT 8:17-20)

B. In 2012, Gerawan Began Distributing Mailings and Flyers to Its Workforce That Described the UFW Unfavorably

Following elections on May 9, 1990, and May 15, 1990, the Board certified the UFW as the bargaining representative for Gerawan agricultural workers. (*Ray and Star Gerawan et al.* (1992) 18 ALRB No. 5)[9] In October 2012, the UFW sent a letter to Gerawan seeking negotiations on behalf of the company's agricultural workers. (62 RT 56:18-22, 62 RT 83:25-84:2 and 67 RT 62:21-24) Starting the next month, November 2012, Gerawan began distributing a series of hard-hitting mailers and flyers to workers that described the UFW unfavorably.[10] The materials were typically provided in both Spanish and English.

The first of these mailers[11] was distributed on November 13, 2012 to approximately five thousand employees. (Exhibits J-1, page 1, and GCX-2) This mailer was signed by Ray, Mike and Dan Gerawan, on company letterhead, and

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[9] During the hearing, Respondent's counsel stated that the company is not raising a defense based upon the name of the entity charged in the General Counsel's amended consolidated complaint. (62 RT 48:6-49:14)

[10] In addition to hiring multiple law firms, Gerawan hired multiple media consultants and political consultants to deliver their internal and external messages, including the Labor Relations Institute, Farm Employer Labor Service, and Kathy Eide.

[11] The words mailer and flyer will be used interchangeably. If you review exhibit J-1, pages one to three, the column on the far details the method of distribution for each mailer. Exhibit J-1 is a joint exhibit to which all of the parties stipulated and which the ALJ admitted as evidence.

stated "As your employer, we did not want [to give your personal information to the UFW,] but we have no control over this."

The next mailer was distributed on November 22, 2012 to approximately five thousand employees. (Exhibits J-1, page 1, and GCX-3) This mailer was on company letterhead and was in a question and answer format. The mailer states that the workers will probably have to give some of their earnings to the UFW as this is generally required by UFW contracts. The mailer states that the UFW may try to mislead workers into thinking that the company will pay the dues, but it is actually the workers who must pay the union. The mailer states that the company does not want this to happen, but that it is not the company's decision to make. The mailer gives multiple telephone numbers if a worker wants to contact the Agricultural Labor Relations Board ("ALRB"), as well as telephone numbers for the local State Assemblyman and State Senator.

The third mailer in November 2012 was distributed on November 30, 2012 to approximately five thousand employees. (Exhibits J-1, page 1, and GCX-4) This mailer was on company letterhead and was in a question and answer format. The mailer states in bold font: "There is no vote planned." Clearly, the company is trying to put the concept of an election in the minds of the recipients. The mailer gives the telephone number for the ALRB, saying "If you want to know why there is no vote planned, you can call the ALRB . . . and have them explain how elections are scheduled and conducted." The mailer states that UFW contracts generally require workers to give some of their money to the UFW in the form of dues or fees. The

mailer adds, "The union may tell you that the company will pay the money, but in fact the money is paid by you." The mailer states that Ray, Mike and Dan Gerawan do not want this to happen.

On December 10, 2012, Gerawan distributed a two-page flyer to approximately five thousand employees. (Exhibits J-1, page 2, and GCX-6) This flyer asserts that except for one meeting twenty years ago, the UFW had not contact the company. The flyer again emphasizes the UFW contracts generally require the workers to give some of their money to the UFW in the form of dues or fees. The flyer notes that "The answer is no, Ray, Mike and Dan do not want this to happen." The flyer talks about the fact that "there is no vote planned" and that the ALRB is the appropriate agency to contact if you want to know why there is no vote planned.

On December 21, 2012, Gerawan distributed a one-page flyer with the company logo to approximately five thousand employees. (J-1, page 2, and GCX-9) This flyer states that the owners have always been willing to negotiate, but the union went away twenty years ago. The flyer points the workers to the ALRB if they have any questions, and provides the ALRB's telephone number.

On February 22, 2013, Gerawan distributed a one-page flyer with the company logo to approximately five thousand employees.[12] (Exhibits J-1, page 2, and GCX-7) The flyer purportedly attaches a copy of a lawsuit filed by Gerawan against the UFW. The flyer states that the UFW has told workers that money will be

[12] The flyer mistakenly shows the date of February 22, 2012, but the parties have stipulated that it was actually distributed on February 22, 2013.

taken from their paychecks. The flyer also states that the UFW is trying to limit company communications with workers. Finally, the flyer attacks the employment status and tenure of the worker representatives in attendance. The flyer encourages workers to call the ALRB to see if they can help.

On March 20, 2013, Gerawan distributed a one-page flyer with the company logo to approximately five thousand employees. (Exhibits J-1, page 2, and GCX-5) This flyer states the company is giving a fifty cents hourly pay raise. The flyer states that the pay raise decision was made by Ray, Mike and Dan, just like always, and that they trust that the union will not delay their decision. The flyer is very clearly trying to emphasize that the decision was made solely by the company owners and that the UFW presence and negotiations deserve no credit for the pay raise.

On March 23, 2013, Gerawan distributed a one-page flyer with the company logo to approximately five thousand employees. (J-1, page 2, and GCX-8) This flyer alleges that Gerawan workers make more money than workers at ther companies in the industry. The flyer gives Jose Erevia's name, telephone number and email address.

Just eight days after sending the March 20, 2013 mailer, which announced a fifty cents hourly pay raise, the company sent another mailing on March 28, 2013 stating that the pay increase would be for a full dollar, from $9.00 to $10.00 (rather than $9.50 as stated on March 20, 2013). This one-page flyer with the company logo states that it is from Ray, Mike and Dan Gerawan. The mailer was sent to

approximately five thousand employees. (Exhibits J-1, page 3, and GCX-10) The flyer gives Jose Erevia's name, telephone number and email address.

The next day, on March 29, 2013, Gerawan sent another mailer, also announcing the one dollar pay raise in a one-page flyer format, with the company logo, and stating that it is from Ray, Mike and Dan Gerawan. (Exhibits J-1, page 3, and GCX-11) The flyer gives Jose Erevia's name, telephone number and email address.

On April 26, 2013, the company distributed a mailer to approximately five thousand employees stating that the "union will require you to pay them 3% of your wages." The mailer also stated that "The union wants us to fire you if you don't give them some of your money for dues." This mailer included the company logo, a telephone number for Ray, Mike and Dan Gerawan, and a telephone number and email address for Jose Erevia. (Exhibits J-1, page 3, and GCX-12)

C. In March 2013, Gerawan Manager Jose Erevia Invited Worker Carlos Uribe Estrada to a Negotiation Session

In March 2013, company manager Jose Erevia invited worker Carlos Uribe Estrada, witness # 80, to attend one of the negotiation sessions. (51 RT 127:11-130:3 and 76 RT 144:9-145:9) Note that Uribe uses the word "invite" (51 RT 128:15-20), but Erevia does not. In an answer to a single question, Erevia denied four separate times that he had invited Uribe to the negotiations, but also conceded that he gave Uribe information about the location, date and time of the negotiation session. (76 RT 144:13-145:9) I credited Uribe's testimony on that subject. That

same month, worker Carlos Uribe Estrada left work early to attend a negotiation session.[13] (51 RT 126:3-10 and GCX-71) While Uribe was not the petitioner in this matter, he did later participate as one of the signature gatherers. (51 RT 18:11-14) But there was no evidence suggesting that Uribe encouraged Silvia Lopez to begin the decertification effort.

D. Multiple Factors Exist Suggesting the Need to Evaluate Whether or Not Silvia Lopez Made an Independent Decision to Become the Decertification Petitioner

There are four factors that require a discussion of why Silvia Enedina Lopez, witness # 79, became the decertification petitioner. The first factor is that her boyfriend was a Gerawan supervisor. The second factor is that while Silvia Lopez did not work for Gerawan during 2010, 2011, 2012 or during the first half of 2013, she decided that she would become the decertification petitioner prior to when she began work at Gerawan on or slightly after June 25, 2013. (46 RT 65:4-9) The third factor is that Silvia Lopez worked very few hours for the company during July 2013 through November 2013. The fourth factor is that shortly after Silvia Lopez began the decertification drive, two of her daughters were hired by the company. (47 RT 19:14-21)

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[13] In contrast, when the UFW requested the company allow three or four workers to leave early to attend a negotiation session, the request was denied. (Exhibit GCX-18 and 24 RT 107:18-109:24)

I find that, at all times during 2013, Silvia Lopez had a boyfriend named Mario Montez, who was witness # 53. During most or all of the time during 2009 through 2013, Ms. Lopez and Mr. Montez lived in the same house. (46 RT 33:10-14, 46 RT 28:11-13, 52 RT 188:5-8 and 53 RT 10:6-9) At all times in 2013, Mr. Montez was a supervisor at Gerawan. (46 RT 33:25-34:2) There was no testimony at hearing to show that Mr. Montez ever discussed the union with Silvia Lopez.[14] In fact, the opposite was true. The testimony by Silvia Lopez and Mario Montez was stilted and rigid, and collectively suggested that the pair never discussed work topics with each other. In fact, Lopez denied telling Montez that she was going to seek a position at Gerawan in 2013. I found that testimony to be unpersuasive.[15] But the fact that Lopez and Montez probably had conversations about what was taking place is not the same establishing that Supervisor Montez encouraged Lopez to become the decertification petitioner.

It is undisputed that Silvia Lopez did not work at Gerawan during 2009-2012 and the first half of 2013. (46 RT 21:11-22:14) On June 11, 2013, Silvia Lopez traveled to attempt to attend a mediation session between Gerawan and the UFW in Modesto, along with her son-in-law, Angel Lopez, who was witness # 98. (46 RT

[14] Silvia Lopez testified that she does not recall discussing the UFW with Montez at any time during 2010 to 2013. (53 RT 14:2-16) Silvia even denies telling Montez when her daughter was arrested at an anti-UFW protest. (52 RT 14:18-20)

[15] As will be discussed later in this decision, I discredited most of Silvia Lopez's testimony. Silvia Lopez conceded that she lied during her interview with Regional Director Silas Shawver. (52 RT 27:10-33:12, 52 RT 82:2-85:19, 52 RT 113:22-114:12 and 52 RT 115:10-13)

65:10-13) Silvia states that her son-in-law told her that the UFW was treating the workers like animals and would be taking some of their wages away. (46 RT 67:20-68:2)

This date of the mediation session was several weeks before Silvia Lopez started working at Gerawan in 2013.[16] (46 RT 116:8-10) Silvia testified that she attended because Angel did not want to drive all the way there himself. (46 RT 66:22-67:2) Silvia's daughter, Lucerita, who was Angel's wife, also came along even though she did not work at Gerawan. (46 RT 116:11-17) Also traveling with Silvia, Angel and Lucerita was Gerawan worker Felix Hernandez Eligio, who was witness # 82. (46 RT 118:12-119:8) It was at this mediation that Silvia Lopez met attorney Paul Bauer for the first time. Silvia states that on the date of the mediation session, she decided that she was going to take on the lead role of opposing the union. (46 RT 135:11-17)

Prior to starting with Gerawan in July 2013, Lopez tried selling Herbalife products on a commission basis. Lopez claimed that one of her reasons to going to work for Gerawan was that her physical health precluded her from regular work and Gerawan's relaxed attendance policies would accommodate her condition. (53 RT 58:14-59:7) I did not find this testimony persuasive. The daily routine of the

[16] In fact, Silvia did not ask a foreman about working at Gerawan in 2013 until the first day when she started work, which occurred several weeks after she traveled to Modesto for the mediation session. (47 RT 6:4-6)

agricultural worker working in the fruit trees is physically demanding work, much more physically demanding than sales or retail work.

Lopez conceded that she did not work very much in the fields during June 25, 2013 and November 5, 2013. (53 RT 29:12-18) In fact, for the ten week period from August 12, 2013 to October 20, 2013, Lopez only worked only eight-three hours[17], or an average of 8.3 hours per week. (Exhibit GCX-67) In contrast, during that same time period, some other workers were working as much as fifty-five hours in a week. (Exhibit GCX-67)

After Silvia Lopez began collecting signatures, Gerawan hired Silvia's daughters Belen Elsa Solano Lopez, who was witness # 91, and Lucerita[18] Lopez. (46 RT 17:23-18:4, 47 RT 19:14-21 and 47 RT 23:14-24:15) Both of those daughters also helped collect signatures for the decertification effort. (47 RT 33:7-20) After initially working as crew labor, Belen was later hired by the company as a grape-checker, despite having missed forty out of fifty-four days. (61 RT 132:6-133:19, 61 RT 172:13-18, Exhibit GCX-49 and Exhibit GCX-67) In fact, for the four week period from August 12, 2013 to September 15, 2013, her third through sixth weeks on the job, Belen only worked 38.75 hours, or an average of 9.7 hours per week, during a time period where some other workers were working 50-55 hours

[17] In fact, even this figure of eighty-three hours worked may be inflated by including four hours of reporting time that the company acknowledges paying almost all of the workers on the day of a protest occurring on September 30, 2013.

[18] Lucerita Lopez is also sometimes referred to as "Lucero". (50 RT 188:25-189:7)

in a week. (Exhibit GCX-67) In fact, an analysis of Exhibit GCX-67 suggests a high correlation to dates when Silvia was absent and when Belen was absent. The most plausible conclusion is that the absences for Silvia and Belen were related to the decertification effort rather than the two women simultaneously having health issues. Moreover, the absence of two workers at the same time would seemingly impact the crew greater than the absence of only one person.

The General Counsel presented no credible evidence that Silvia Lopez or her daughters were ever paid for hours that they did not work, other than the four hours of reporting time noted in footnote # 16. The General Counsel also presented no evidence of "off-the-books" payments to Silvia Lopez or her family.[19]

E. Many of the Key Decertification Leaders or Signature Gatherers Had Relatives Who Were Company Supervisors

Many of the key decertification leaders or signature gatherers had immediate relatives or household members who were company supervisors or foreman. Mario Montez was a Gerawan supervisor. His girlfriend was Silvia Lopez the petitioner. In 2013, at least some of the time, Silvia's daughters, Belen Elsa Solano Lopez, who

[19] Almost two months after the hearing started, the General Counsel issued a subpoena to Wells Fargo Bank for Silvia Lopez's bank records. (Exhibit GCX-103) I did not give any weight to the business records declaration from Wells Fargo Bank which states that they were unable to find any accounts for Silvia Lopez. (Exhibit GCX-100) The General Counsel could have obtained account information from Silvia Lopez either during its investigation stage or even during their examination of Lopez at hearing. Between the limited information that the General Counsel gave Wells Fargo to work with, and the lack of a witness to describe the specific search parameters taken by the bank, I found that business records declaration to be unreliable.

was witness # 91, and Lucerita Lopez, lived in the same house as her mother Silvia and Mario Montes. Silvia's son-in-law Angel Lopez also lived in that same house.

Gisela Judith Castro Lopez, who was witness # 92, was very active in the decertification effort. Castro's husband is Gerawan crew boss Bartolo Ortiz, who was witness # 101. Rolando Padilla, who was witness # 83, was very active in the decertification effort. Rolando's brother is Gerawan crew boss Jesus Padilla. Martina Rojas Rodriguez, witness # 85, was an outspoken advocate of decertification. Martina's father is Gerawan crew boss Candalario Rojas Gonzales, who was witness # 123. Other workers likely recognized many of the decertification leaders and signature gatherers as relatives or household members of Gerawan supervisors and crew bosses.

On the other hand, nepotism runs rampant at Gerawan. There was extensive testimony showing that the majority of the crew bosses had relatives working at the company and many of them supervised their own relatives. There was some credible testimony that at least a few crew bosses generally favored family members on all aspects of employment. If relatives of crew bosses are treated especially well that might be an alternative explanation as to why such workers were more likely to actively oppose the union.

F. The Decertification Proponents Seem Genuine in Their Animosity for the UFW and ALRB Regional Director

A single persuasive witness may be more persuasive than a multitude of less credible witnesses. That being said, the company did not call a single non-

supervisory workers as part of its case. The petitioner presented testimony from twenty-five non-supervisory workers plus herself. Six of the twenty-six witnesses are among those individuals that were either related to or lived with Gerawan supervisors or crew bosses.

As will be discussed later in this decision, I generally discredited much of the specific testimony of several of the petitioner's witnesses because those witnesses flat-out lied, and repeatedly, not only during General Counsel investigative interviews, but also, best as I can tell, but then again at the administrative hearing, as to the nature and coordination of the earlier lies. Additionally, at the prehearing conference, the petitioner deliberately failed to disclose critical facts known to her which, when added to the other lying, demonstrates a clear pattern of deliberate deception.[20]

But while the concealment at the prehearing conference and the untruthfulness during the investigative interviews and hearing testimony causes me to discredit much of the specifics of the testimony of certain witnesses, I also sensed

[20] In my Prehearing Conference Order, dated September 10, 2013, I found that the General Counsel failed to include enough detail in its theory of its case and ordered the General Counsel to file a written brief to that end by no later than September 15, 2014. The ALRB regulations require all counsel to outline their case in great detail. (ALRB Regulation section 20249, subdivision (c)(1).) While the other parties had limited time to see and analyze the General Counsel's amended consolidated complaint, they still had ten months after the election to prepare and summarize the facts known to their own clients. For example, petitioner Silvia Lopez was well aware of the fact that she was involved in blocking company work entrances on September 30, 2013. Trial by ambush is not permitted and the failure to fully disclose factual and/or legal theories of the case at the prehearing conference may be an appropriate basis for adverse inferences or sanctions. (ALRB Regulation section 20249, subdivision (d).)

a genuine and strong animosity from these same witnesses toward the UFW and ALRB Visalia Regional Director. In fact, the vast majority of petitioner's witnesses seemed to have this anger and disdain toward both the union and the Regional Director. The decertification proponents felt that the Regional Director had cheated them and this encouraged them to redouble their efforts and, if needed, to break rules or laws to achieve their end. By itself, I do not find this dishonesty, or this zeal, to be indicia of company instigation. Even if the Regional Director had legitimate and highly persuasive bases to dismiss the first decertification petition, many of the decertification proponents may have been unaware or sincerely disbelieving of those reasons. This demonstrates the need for a Regional Director to effectively communicate his or her basis for rejecting a petition, to the extent that it can be done without infringing upon workers' confidence that petition signatures will be kept absolutely confidential.

G. After Dan Gerawan Introduced Petitioner Silvia Lopez to Fruit League President Barry Bedwell, the Fruit League Proceeded to Serve as Financial Muscle for the Decertification Effort

1. Dan Gerawan Invited Five or Six Decertification Advocates to meet him in Sacramento for a Lobbying Trip

On August 14, 2013, Dan Gerawan invited five or six workers to go to Sacramento so that they, along with Dan, his wife Norma, and Fruit League President Barry Bedwell, could lobby Members of the State Legislature. (33 RT 40:5-7 and 62 RT 175:25-177:8) Barry Bedwell has been president of the Fruit League since July

2003. (33 RT 203:15-17) Bedwell admitted that the Fruit League is "an association of agricultural employers".[21] (33 RT 290:9-12) Per Bedwell, Gerawan is one of the largest peach growers in the United States. (33 RT 217:18-22) Gerawan is also one of the largest growers among the Fruit League members. (33 RT 217:23-218:1) Bedwell knew that Dan Gerawan was concerned that the workers were not getting the right to vote. (33 RT 81:16-19 and 33 RT 82:8-11)

Gerawan asked Jose Erevia to identify for him employees who would oppose Senate Bill 25, and within a day Erevia gave him of list of prospects. (62 RT 177:6-178:8) Dan Gerawan worked with Barry Bedwell and Fruit League lobbyist Louie Anthony Brown, Jr., who is with the law and lobbying firm of Kahn, Soares and Conway, to put together a list of legislators to contact. (33 RT 38:4-8 and 62 RT 190:16-191:20) Dan Gerawan stated that the list of employees included Silvia Lopez, Rolando Padilla, Carlos Uribe Estrada, Jose de la Rosa, and Rosa Madrigal. (62 RT 194:13-195:3) Dan Gerawan could not recall if a Rigoberto or an Andres was on the list. (62 RT 194:24-195:2) Carlos Uribe confirmed that he went along with Silvia Lopez, Rolando Padilla, Jose de la Rosa, plus an additional man and an additional woman. (51 RT 151:9-17) Gerawan called each of the workers for the first time no more than twelve hours before the early morning departure time the next day, giving each of the workers the address for Fruit League lobbyist Louie Brown who was a full

[21] In the past, the Fruit League has provided training to its members regarding "union avoidance". (33 RT 237:10-25)

one hundred and eighty miles away in Sacramento. (62 RT 197:16-22 and 62 RT 204:5-10)

When owner Dan Gerawan called Uribe on the telephone and invited him to go to Sacramento, this was the first time that Gerawan had ever called Uribe. (51 RT 136:18-137:5) Gerawan told Uribe that it was important to speak with people in Sacramento about the problems with the union, and Uribe agreed to go. (51 RT 137:3-9) Dan Gerawan gave Uribe a list of names to call. (51 RT 158:12-159:25) At Gerawan's direction, they met at an office where the workers were provided with a free lunch. (51 RT 162:20-163:17) Uribe stated that the workers went to tell the legislators that they wanted to have an election and get rid of the union. (51 RT 137:17-21, 51 RT 154:2-22 and 51 RT 166:10-14) Uribe said that all of the workers expressed those sentiments to the legislators in the presence of Dan Gerawan. (51 RT 137:17-24 and 51 RT 154:2-22)

During the six to seven hours of meetings with legislators and staffers in Sacramento, Dan Gerawan admitted hearing the workers raise the topic of wanting to vote. (62 RT 217:1-16, 62 RT 224:11-13 and 62 RT 227:12-13) Silvia Lopez admitted speaking out against the UFW while in Sacramento, telling Legislators that the UFW had abandoned Gerawan workers. (47 RT 73:2-10) Carlos Uribe Estrada testified that Barry Bedwell was there with Dan Gerawan and the workers for about half of this

time.[22] (62 RT 225:3-6) Bedwell does not speak Spanish. (33 RT 42:8-10) The first time that Bedwell met with Silvia Lopez was when she traveled to Sacramento, at Dan Gerawan's invitation, on August 14, 2013. (33 RT 254:12-21) Bedwell knew that Silvia Lopez filed a decertification petition on September 18, 2013. (33 RT 79:7-9) Bedwell also knew that Silvia Lopez was a leader of the decertification effort. (33 RT 291:7-10) Other than Silvia Lopez, Bedwell was unable to name any of the workers with who he spent several hours. (33 RT 43:23-44:1) Bedwell did recall that the workers were unambiguous in their remarks that they wanted to get rid of the union and that they did not see value in its presence at Gerawan. (33 RT 48:4-14 and 33 RT 49:21-24) Dan Gerawan and the workers had lunch at Fruit League lobbyist Louie Brown's office, apparently paid for by the Fruit League or the lobbyist. (47 RT 80:13-81:6, 51 RT 163:12-17 and 62 RT 226:16-24)

Dan Gerawan made it clear that he did not want to give up the names of people who spoke during their trip to Sacramento and that it created a difficult situation for him. (62 RT 218:11-12 and 62 RT 221:4-5) Dan Gerawan even went so far as to state on the record that he was reluctant to "snitch out" the workers in a proceeding which might result in their ballots being destroyed. (62 RT 244:20-23) Dan Gerawan explained that it was hard for him to candidly answer questions because he felt that the purpose of the hearing was to destroy the workers' ballots. (62 RT 218:4-6) Dan Gerawan repeatedly emphasized that he was worried that the information that he would

[22] On that same day, the Fruit League provided "lunchboxes", with fresh fruit in them, as gifts to the Members of the State Legislature. (33 RT 40:3-25)

give would be used to destroy the ballots. (62 RT 218:10-11 and 62 RT 220:20-221:2) If the UFW remains, Dan Gerawan is concerned that his family will no longer be able to run the company as a "meritocracy". (62 RT 145:1-2)

Worker Rolando Padilla went even further.[23] Padilla denied that Dan Gerawan had called him. (65 RT 75:14-16) Rolando Padilla denied that Gerawan had invited Padilla to Sacramento. (65 RT 75:17-19) Ronald Padilla then became very defensive when he was asked if he had met Dan Gerawan in Sacramento, first deflecting the question with a question of his own, but then denying having met Dan Gerawan in Sacramento. (65 RT 75:20-25) Padilla later said that he did travel to Sacramento with other workers, but that it was "totally false" that Gerawan was there at all. (65 RT 76:1-5) Then when asked by the ALJ if he might have gone with Silvia Lopez, Carlos Uribe Estrada and Rosa Madrigal to Sacramento in mid-August 2013, Padilla responded that "he didn't remember very well. (65 RT 117:9-17) Then, upon further examination, Padilla conceded that it was possible that he went and ran into Dan Gerawan and his wife while "walking down the street". (65 RT 118:1-13) When asked if he attended a meeting in Sacramento where Dan Gerawan was present, Rolando Padilla continued to be evasive, stating that he couldn't remember because he often travels with friends to Washington and Las Vegas. (65 RT 118:16-119:3) Padilla then conceded that he remembered going into the Capitol, but that the one thing he could say

[23] The first day that Rolando Padilla show up to testify he wore a t-shirt that said "Count our votes". (65 RT 113:6-12) Padilla expressed his strong concern that Gerawan would go bankrupt if there was a union present. (65 RT 113:22-114:9)

for sure is that Dan Gerawan was not present. (65 RT 119:8-17) Rolando Padilla was clearly lying throughout his testimony. It was brutal.[24]

2. After the Regional Director Dismissed the First Petition, The Fruit League Flexed Its Financial Muscle in Coordination with Petitioner Silvia Lopez

Throughout the process of the first decertification petition, Dan Gerawan provided Bedwell and Fruit League lobbyist Louie Brown with regular email updates, many attaching documents. (33 RT 102:11-17 and 33 RT 103:6-8) Shortly after the Regional Director dismissed the first decertification petition, Bedwell called into the radio show of conservative talk show host Ray Appleton to express the League's opposition to the dismissal of the first petition and supporting the decertification effort by Silvia Lopez. (33 RT 114:6-19 and 33 RT 291:20-23) On that same day, Dan Gerawan sent an email to Bedwell thanking him for his performance on the radio show. (Exhibit GCX-34, bates # 0007273.) Dan Gerawan told Bedwell about the September 30, 2013 protest, sending information as well as attaching the company press release issued that same day. (33 RT 118:1-11)

Bedwell understood that decertification was the main issue for the workers. (33 RT 76:6-9) Bedwell said the point of the October trip was for workers to express that

[24] Suffice it to say, I did not find Rolando Padilla to be a credible witness. Padilla denied knowing that any of his colleagues had blocked Gerawan entrances despite that his car also did so. (65 RT 122:18-123:11) Padilla also testified that while on the day of the work blockage his car blocked one of the entrances to the Gerawan property, it was purely inadvertent because his car just "suddenly died" in that particular spot, with no advance difficulty to him. (65 RT 123:16-125:9)

they did not see value in being represented by the union. (33 RT 77:18-23) Bedwell knew that Gerawan could not legally pay for those expenditures. (33 RT 246:23-247:247:6) Bedwell also admitted knowing that there were legal provisions restricting the Fruit League's involvement in decertification matters. (33 RT 290:13-291:3)

On October 1, 2013, the day after the September 30th protest, Bedwell made his work credit card (that is, the Fruit League's credit card) available so that the workers could go to Sacramento on October 2, 2013. (33 RT 78:1-10, 33 RT 79:11-15 and 33 RT 118:23-119:5) Bedwell says that on October 1, 2013 he received a call Kent Steven at Sunview Vineyards asking him if the Fruit League could help the workers go to Sacramento. (33 RT 78:12-79:3) Even though Bedwell was in Washington, D.C. at the time, he was able within one or two hours to get the Fruit League Executive Committee to authorize expenditures of up to twenty thousand dollars to support the decertification effort. (33 RT 122:8-22) Bedwell understood that the effort was trying to get the buses to go the very next day. (33 RT 131:4-19) Bedwell knew that it would be multiple buses and at least hundreds of workers who would be going. (33 RT 134:19-135:10 and 33 RT 161:24-162:2)

That same day, Bedwell than called talk show host Ray Appleton and obtained contact information for attorney Joanna MacMillan, who represented Silvia Lopez. (33 RT 123:1-16 and 33 RT 129:20-23) Also on the same day, Bedwell then spoke with attorney MacMillan, giving her his credit card number and authorizing her to use it. (33 RT 123:1-20, 33 RT 136:7-12, 33 RT 161:9-14 and 33 RT 245:20-23) Bedwell told McMillan that the Fruit League would pay for the workers transportation expenses,

including food for the workers, up to twenty thousand dollars. (33 RT 133:11-13 and 33 RT 136:13-24) Bedwell denies telling MacMillan that a Washington, D.C. political donor would be reimbursing them. (33 RT 288:17-289:1)

Bedwell understood that MacMillan used the Fruit League credit card for charter bus expenditures of $6,366 to Classic Charter and $3,468 to Golden Eagle Charter, which totals $9,834. (33 RT 141:1-142:18 and Exhibit GCX-34) The Classic Charter invoice shows that the reservation was confirmed on October 1, 2013, with a destination of the ALRB Offices at 1325 "J" Street, 19th Floor, Sacramento, California. (Exhibit GCX-30) The Classic Charter expenditure of $6,366 includes $750 for candy bars, chips, sodas and waters. (Exhibit # GCX-30) Bedwell also understood that MacMillan used the Fruit League credit card to buy food for the Gerawan workers, including $1,850 for Gordito Burrito and $1,664 for Juanito's Mexican Restaurant, which totals $3,514. (33 RT 141:18-143:7 and Exhibit GCX-35) Thus, the Fruit League made expenditures totaling $13,348.00 in support of the decertification effort on October 2, 2013.

The testimony of three witnesses suggests that Gerawan had inquired about bus availability and prices immediately before this trip. Mary Louise Patterson, who is also known by her maiden name of Louise Villagrana, and who was witness # 56, has been the office manager at Classic Charter for the past fourteen years. (31 RT 265:5-7 and 31 RT 266:19-267:7) Louise remembered that Tatiana Projkovska, who was witness # 124, had in the past booked buses for Gerawan, but not for law firm McCormick Barstow. (31 RT 283:1-285:23) UFW executive assistant Jeanette Christina

Mosqueda, who was witness # 55, recalled learning via email from Louise that, at the time in question, Tatiana from Gerawan had inquired about buses, but that McCormick Barstow had booked them. (31 RT 209:4-6 and 31 RT 211:16-25) Both Louise and Mosqueda identified Exhibit GCX-28 as a true copy of their email exchange on Wednesday morning, October 2, 2013, which was the day of the trip. (31 RT 214:6-9, 31 RT 274:7-276:16 and 31 RT 277:11-24) In those emails, Louise told Mosqueda that Tatiana called for a quote and then Classic Charter took 200 persons up to Sacramento for McCormick Barstow.[25] (Exhibit GCX-28) Louise and Mosqueda have never met in person. (31 RT 269:11-14) Mosqueda did not contact the Golden Eagle bus company. (31 RT 243:24-244:7) I found both Mosqueda and Louise to be credible witnesses and fully credited their testimony.

Projkovska was been employed with Gerawan since 2008 and serves as their office manager. (100 RT 8:8-18 and 100 RT 48:22-49:2) Projkovska admitted that she contacted Classic Charter sometime between Monday, September 30, 2013 and Wednesday, October 2, 2013. (100 RT 30:11-22 and 100 RT 61:1-21) Projkovska also admitted that by the end of September 2013 the East side packing plant was not packing. (100 RT 56:12-19) Projkovska also admitted calling Golden Eagle about buses on or about Friday, September 27, 2013. (100 RT 30:23-31:8 and 100 RT 61:20-25) On Wednesday, October 2, 2013, at around 5:15 a.m. or 5:30 a.m. in the morning,

[25] In a report to the Fruit League on October 15, 2013, Bedwell indicated that 300-400 employees were buses to Sacramento to protest outside the ALRB offices and to meet with political leaders at the Capitol. (Exhibit GCX-40, bates # 0007259)

Projkovska learned that multiple buses were parked outside the company offices, but she did not take any action. (100 RT 32:16-33:9) Dan Gerawan indicated that he learned about the buses later that morning. (62 RT 253:12-21) Gerawan testified that it sounded "right" that about four hundred workers went to Sacramento on the buses. (62 RT 255:2-7)

On October 30, 2013, Bedwell sent an email to the Fruit League Executive Committee requesting approval of using Fruit League discretionary funds to support the decertification effort at Gerawan. (33 RT 149:1-15) Bedwell explained that the expenditures relate directly to the union decertification effort of our member's employees, and made reference to the second decertification petition filed on October 25, 2013. (33 RT 149:20-150:4 and Exhibit GCX-36, bates # 0007260) Bedwell requested approval for approximately $5,800 to $6,000 for up to two thousand t-shirts requested by Silvia Lopez with the "say no the union" message. (Exhibit GCX-36, bates # 0007260, 33 RT 155:20-25, 33 RT 250:12-21, and 55 RT 50:13-51:19) Specifically, the shirts said "No UFW", inside a circle, with a slash over it. (52 RT 180:1-3) Silvia Lopez was the person who told Bedwell how much the t-shirts would cost. (33 RT 157:4-20) There is an October 28, 2013 invoice from Gloria's Sports in Madera for 1,178 t-shirts totaling $5,890.00. (See Exhibit GCX-38, bates # 0007241, 33 RT 185:14-19, and 55 RT 52:20-54:23) Bedwell's name is on the invoice. (See

Exhibit GCX-38[26], bates # 0007241, and 33 RT 18612-187:15) The Fruit League filed show that the invoice was authorized for payment by Fruit League bookkeeper Vicky Jones on October 30, 2013. (See Exhibit GCX-38, bates # 0007241, and 33 RT 188:19-22) On October 31, 2013, the Fruit League issued check # 8803 in the amount of $5,890.00 to Margarito Cano Morales for the t-shirts. (See Exhibit GCX-38, bates # 0007240, and 33 RT 156:15-18) As soon as Silvia Lopez received the t-shirts, she began distributing them to her co-workers. (55 RT 54:24-55:2) In total, then, the Fruit League spent $19,238.00 to support the decertification proponents, including the $13,348 on October 2, 2013 and the $5,890.00 on October 31, 2013. These expenditures were clearly made at the behest of petitioner Silvia Lopez, who by this juncture had a bevy of attorneys at her disposal.[27] The employer's association, that is the Fruit League, was happy to serve as financial muscle for petitioner. Bedwell denied that the Fruit League received any money from outside sources to pay for the buses or t-shirts. (33 RT 245:7-12)

Bedwell claims that he does not know when Dan Gerawan became aware of the Fruit League paying for his workers to leave the work site to go to Sacramento and that Dan never directly talked to him about it. (33 RT 162:19-163:63:8 and 33 RT 269:14-

[26] Exhibit GCX-38 is identical to Exhibit ALJ-3. Due to this case lasting 105 days with 130 witnesses, there were a couple of instances where it was more expeditious to mark an exhibit again then to search for it among a myriad of documents.

270:1) I did not find credible Bedwell's testimony regarding his alleged non-communication with Dan Gerawan on this subject.

The record is replete with constant communication between Gerawan and Bedwell during the days leading up to October 1, 2013. Exhibit GCX-33 is an email from Dan Gerawan to Barry Bedwell and Fruit League lobbyist Louie Brown dated September 19, 2013, at 9:00 p.m. Exhibit GCX-32 is an email from Dan Gerawan to Barry Bedwell and Fruit League lobbyist Louie Brown dated September 22, 2013, at 5:08 p.m. Exhibit GCX-34 is an email from Dan Gerawan to Barry Bedwell and Fruit League lobbyist Louie Brown dated September 24, 2013, at 4:53 p.m. Exhibits U-8 and Exhibit GCX-37 are emails from Dan Gerawan to Barry Bedwell dated October 3, 2013, at 4:38 p.m. and 4:44 p.m., respectively. (33 RT 169:7-15, Exhibit U-8, bates # 0007277, and Exhibit GCX-37, bates # 0007281) Exhibit GCX-37 also shows multiple emails from Dan Gerawan to Barry Bedwell on October 7, 2013, and Bedwell responds to Gerawan just one minute after Dan's second email. (Exhibit GCX-37, bates # 0007282) In this email exchange, Gerawan encourages Bedwell to change his language for a newspaper opinion-editorial piece and Bedwell acquiesces. (Exhibit GCX-37, bates # 0007282, 33 RT 174:22-25)

For three reasons, when taken into account together, I reach the inescapable conclusion that Bedwell surely communicated with Gerawan about its expenditures for the chartered buses on October 2, 2013. First, Bedwell was taking away three to four hundred workers from Gerawan on one of the busiest days of the year, and just two days after the blockage that prevented a day's work. Second, Gerawan staff made

inquiries for charter buses just a day or two before the October 2, 2013 trip, despite conceding that the East side packing was mostly shut down, eliminating an alternative explanation as to why the buses might be needed. Third, and most telling, Dan Gerawan did not send an email to Barry Bedwell regarding the three to four hundred workers leaving the work site to go to Sacramento for the day. Had Dan Gerawan heard about this and not known that Barry Bedwell and the Fruit League were providing the financial muscle, he would have otherwise emailed Bedwell to tell him what was transpiring. In tandem, these three sets of circumstances, along the demeanor of the witnesses, make it clear cut to me that there was some level of communication between Bedwell and Gerawan regarding the October 2, 2013 expenditures supporting the decertification effort.

Bedwell also tailored his answers to avoid admitting obvious facts. For example, in his testimony, Bedwell initially refused to acknowledge that the workers seeking a vote were the workers who wanted to get rid of the union. (33 RT 271:13-273:18) In the Fruit League's annual report, it readily acknowledges that it "took the lead" in calling for the decertification votes to be counted. (33 RT 289:2-290:8) On the other hand, the Fruit League did not provide any financial support to workers at Gerawan who supported retention of the union. (33 RT 84:3-5)

For the past fourteen years, Areli Sanchez Fierros, who was witness # 75, worked for Gerawan. (42 RT 160:10-19) Sanchez was one of many witnesses who saw anti-union t-shirts at multiple events prior to the election. (43 RT 32:11-12, 43 RT 43:22-25 and 43 RT 47:1-49:3) When Sanchez went on the bus to Sacramento prior to

the election, she did not know who paid for the bus. (43 RT 74:3-11) Sanchez recalled that on the bus there were free snacks including candy and chips. (43 RT 74:12-17) However, when the bus stopped at Gordito Burrito, Sanchez made it sound like the stop was just to use the restrooms. (43 RT 75:5-10) Generally, Sanchez was a very confident witness who answered questions at a quick pace. I credited most of her testimony, but discredited her statement to the extent that it implies that workers just used the restroom at Gordito Burrito.

H. Legal Support to the Decertification Effort

In 2013, Petitioner Silvia Lopez was supported by two law firms. One of these firms was the Walter and Wilhelm Law Group of Fresno, of which attorney Paul J. Bauer was the lead contact. The other law firm was McCormick Barstow of Fresno, of which attorney Anthony Peter Raimondo, who was witness # 50, was the lead contact. By the time of the hearing, Raimondo was no longer part of the McCormick Barstow law firm. (27 RT 58:4-6) The primary associate working with Raimondo on this matter was Joanne MacMillan, who was witness # 57. In the amended consolidated complaint, dated September 9, 2013, the General Counsel alleged that Gerawan provided the McCormick Barstow legal support to Petitioner, but makes no such allegation as to Walter and Wilhelm.

There was no evidence in the record to support the idea that Gerawan directly paid either McCormick Barstow or Walter and Wilhelm. Attorney Raimondo testified that the firm collected no money on the case. (27 RT 68:23-24 and 27 RT 87:14-19) Attorney MacMillan recalled Raimondo joking about not getting paid. (32 RT 143:7-

17) No witness provided testimony to the contrary. No did any witness or document support the concept that Gerawan paid the Walter and Wilhelm law firm.

A second theory proffered by the General Counsel was that because, in 2013, attorney Raimondo represented one or two farm labor contractors that did work on Gerawan fields that same year. Under the specific facts of this case, the theory fails by an especially wide margin. Raimondo has been representing Sunshine Agricultural Services for several years. (27 RT 125:6-10) However, Raimondo testified that he did not represent Sunshine with respect to any matters involving Gerawan. (27 RT 127:13-23)

The General Counsel also raised an even more tenuous theory. Many years back, Raimondo was an associate at the law firm of one of the company's attorneys, Ronald Barsamian. They also pointed out that Raimondo and MacMillan put a huge amount of time into this case and insinuated that no attorneys would work that much for free. I found those arguments thoroughly unpersuasive. Raimondo could have been representing Silvia Lopez to generate future business, out of animus toward the General Counsel, or had a sincere to assist Silvia Lopez. It is not important for me to know Raimondo's reasoning so long as neither Gerawan nor any employer association paid for his legal services. While some of Raimondo's answers on other subjects were purposefully phrased to advocate his client's position, I fully credit Raimondo's testimony that neither he nor his law firm received any money from Gerawan, Silvia Lopez or third parties.

My significant concern with the attorneys of Silvia Lopez was that they helped facilitate the twenty thousand dollars donation to the decertification campaign by Barry Bedwell and the Fruit League. (32 RT 208:19-210:7) The Fruit League of course had its own separate attorneys. But the topic of that monetary influx to the decertification campaign is discussed elsewhere in this decision.

I. Unilateral Increases of Wages and Benefits

1. Unilateral Increase of Farm Labor Contractor Wages

In June 2013, Gerawan raised the wages of its farm labor contractor ("FLC") employees from eight dollars an hour to nine dollars an hour. Company manager Jose Erevia, who was witness # 99, testified that 2013 was the first year that Gerawan paid FLC hourly wages that were greater than the minimum wage. (76 RT 160:7-11) Guadalupe Morales, who was witness #51, was the owner of Sunshine Agricultural Services. Morales testified that the nine dollars an hour figure was proposed by Gerawan. (28 RT 16:10-12) In contrast, company manager Jose Erevia, claimed that it was the FLC owners and not Gerawan that sought the wage increase. (76 RT 160:3-161:24) Company owner Dan Gerawan testified that the UFW was given no advance notice as to this FLC employee wage increase. (64 RT 152:19-153:11)

While I did not find Morales to be a particularly credible witness, I can think of no motivation for her to have been purposefully misleading on this topic. In contrast, the company had an obvious motive to have denied having unilaterally raised FLC wages at that juncture. For that reason, on this topic, I credited the testimony of

Morales over the testimony of Erevia. However, I will note that the evidence seems to indicate that no FLC crews were still working by the time that the election was held.

2. Unilateral Increase of Field Grape-Packer Piece-Rate

Worker Reina Ibañez, who was witness # 14, testified that on October 25, 2013, many employees left work in the middle of the day to go to a protest outside the Fresno courthouse. (11 RT 93:5-93:22) This was the day that the second decertification petition was filed. By the time that the workers returned, co-owner Michael Raymond Gerawan, who was witness # 117, unilaterally increased the piece-rate for field grape-packers from $1.25 per box to $1.50 per box. (92 RT 29:22-32:10 and Exhibit # GCX-42) Gloria Mendez, who was witness # 115, testified that the company also gave the workers free pizza and tacos that day. (90 RT 151:20-152:10 and 95 RT 23:22-24:2) Michael Gerawan was credible in testifying that the piece-rate was sometimes changed due to the quality of the grapes. (92 RT 30:10-15) Michael Gerawan testified that his reason for increase on October 25th was as encouragement and a reward. (92 RT 29:22-25)

3. Upgrades to the Friday Free Fresh Fruit Program

The company had a program in which is distributed free fresh fruit on some Fridays at the end of the work day. There was ample testimony that this program existed in some form for many years. The most persuasive testimony was that the free fruit was previously left out in large bins for the workers to pick out in a self-serve fashion. (9 RT 32:1-33:9) By 2013, the fruit was put on tables under shade and there were sometimes fruit-flavored beverages. (9 RT 33:19-36:3) There was also

persuasive testimony that one of the purposes for these fruit give-aways was to reduce theft of fruit from the fields.

4. Employee Benefit Program

In 2013, the company provided workers with a flyer that offered discounts with various stores and vendors like Costco and DirecTV. There is no evidence that the company paid anything for these discounts and there was no evidence that these discounts were better than deals otherwise available to a worker. There was insufficient evidence presented at hearing to establish that these discounts were true "benefits" rather than just advertised specials that the company was passing along.

J. The General Counsel and UFW Failed to Establish that Grape-Checkers are Supervisors

At this juncture, there is no need for me to give a detailed recital of Oakwood Healthcare, Inc. (2006) 348 NLRB 686 and its progeny. There are assistant supervisors in the peach trees who some workers refer to as "checkers" and those individuals are undisputed supervisors. But the "checkers" in the grapes are not supervisors. In 2013, the grape-checkers, who are sometimes called quality control crew, or "QC", had no ability to hire, fire or discipline employees. (101 RT 63:15-65:24) Nor could the grape-checkers responsibly direct work or reassign a worker to another task. There was some credible testimony that in past years, the grape-checkers had the authority to unilaterally suspend an employee for small, dirty or poorly colored grapes, and also some credible testimony that the grape checkers did not have such authority even in prior years. The more credible testimony was that in 2012 and 2013,

the grape checkers merely reported the issue with the grapes to a supervisor who then decided what remedy, if any, was needed.

The grape-checker positions had some advantages and disadvantages over picking and packing grapes during the vineyard harvest. The grape pickers and packers worked at a piece rate and often made more money than the hourly rates paid for either grape-checkers or non-supervisory peach tree work. On the other hand, the grape-checker work was less physically demanding.

K. There was Credible Evidence that One FLC Foremen Signed Himself or Collected Decertification Petition Signatures, But the Evidence as to the Second FLC foreman was not Persuasive

1. FLC Crew of Jose Evangelista

In Fall 2013, Jesus Madrigal, who was witness # 3, work for a FLC called Sunshine Agricultural Services. (5 RT 9:6-14) Madrigal's crew picked peaches at Gerawan on the West side.[28] (5 RT 9:15-10:7 and 34 RT 8:6-16) Madrigal's foreman was Jose Evangelista. (5 RT 10:2-18 and 34 RT 8:20-22) Jose Evangelista

[28] Guadalupe Morales, who was witness # 51, also confirmed that Evangelista's crew worked on Gerawan property in 2013. (28 RT 12:4-11) She is the owner of Sunshine Agricultural Services. (28 RT 9:8-25) I generally discredited her testimony for two reasons. First, Morales initially denied that she received that name of attorney Spencer Hipp from attorney Anthony Raimondo and then later conceded Raimondo had given her a list of five names including Hipp. (28 RT 36:14-39:17) Second, I found incredible Morales story about how her business records had all been stolen in a burglary right after she had boxed them up to send to the ALRB Regional Office two or three days before the ALRB's deadline. (28 RT 44:17:-51:1)

is sometimes known as Jose Angelrico. (34 RT 15:22-25) The size of the crew was approximately eighteen to twenty workers. (5 RT 10:19-22 and 34 RT 15:23-25)

A woman gave Evangelista a piece of paper in mid-September 2013 around the lunch hour. (34 RT 19:3-22 and 34 RT 21:5-7) Madrigal states that Evangelista told crew members that he had signed a paper on their behalf regarding the union. (5 RT 14:4-17:12 and 5 RT 18:20-19:16) Evangelista later told Madrigal that he had signed against the union. (5 RT 29:24-30:9) Jose Evangelista, who was witness # 58, corroborated some of Madrigal's account, but was not sure as to the paper's purpose. (34 RT 18:14-25:2) Madrigal indicated that he initially thought that the paper might have been related to safety training, but no training had been conducted on that day or the preceding day. (34 RT 21:8-24:12) I found Madrigal to be the more persuasive witness and I credited his testimony in its entirety.

Jose Evangelista's crew stopped working at Gerawan during the first week of October 2013 so none of the crew members would have voted in the November 5, 2013 decertification election unless in the interim they had obtained a position with a Gerawan direct hire crew. (34 RT 8:14-16)

2. FLC Crew of Israel Lopez.

In August through approximately October 2, 2013, Priciliano Sanchez worked for a FLC crew. (12 RT 23:21-24:4) The name of the FLC was R & T Grafting, and the crew boss was Israel Lopez. (12 RT 22:5-10 and 22:24-23:3) The crew size was approximately twenty workers. (12 RT 24:10-13) Sanchez stated that Lopez told the crew to pick up their checks from the contractor near the Gerawan office. (12

RT 25:3-7) Sanchez stated that he recognized the FLC owner because he had seen him before.[29] The FLC "owner" than asked the crew members to sign a paper to get rid of the union. (12 RT 26:24-27:7)

Sanchez emphasized three separate times that he believes that Gerawan treats workers like "animals". (12 RT 19:18-23, 12 RT 42:10-14 and 12 RT 43:17-22) Sanchez felt that Gerawan treated him and his son unfairly back when he worked for the company during 2008-2009. (12 RT 42:15-43:11) I did not find Sanchez to be a credible witness.

L. Signature Gathering During Work Hours by Crew

1. Direct Hire Crew of Jose Luis Cabello Abraham

Four witnesses testified with respect to work-time signature gathering in the crew of Jose Luis Cabello Abraham. These four persons were Jose Donaldo Guevara, Jacinto Carrasco Aquino, Carlos Uribe Estrada and Jose Luis Cabello Abraham. I did not find any of these four witnesses to be particularly credible and thus I do not draw any conclusions as to whether or not there was any signature gathering during work time in the crew of Jose Luis Cabello Abraham.

In 2013, Jose Donaldo Guevara, who was witness # 44, worked for Gerawan in the Reedley/Sanger area in the crew of Jose Cabello. (22 RT 57:6-18)

[29] Rosa Zepeda, who was witness # 52, testified that she was the president of R & T Grafting. (28 RT 109:8-16) However R & T had a male field supervisor named Horacio Gomez. (28 RT 112:19-22) My reason for discrediting Sanchez is not the discrepancy as to the owner's gender, which could easily be explained by Sanchez mistaking Gomez as the owner, but rather due to Sanchez' bias as a result of his strong animosity for Gerawan based upon his past experience working for the company.

Cabello's nickname is "El Toca," which means to touch or to play. (89 RT 28:11-17) About five minutes after the lunch break ended, which would be 10:35 a.m., Guevara saw four women give talk with one of his colleagues, Hacinto Carrasco Aquino (witness # 87) and give him some paper. (22 RT 59:2-62:4) Cabello was about five steps away from Guevara. (22 RT 63:20-64:4) Guevara then saw the women leave a similarly give papers to persons in another nearby crew. (22 RT 64:13-23) At approximately 11:00 a.m., Carrasco asked Guevara to sign a paper to get rid of the union. (22 RT 66:4-16) Guevara saw Carrasco gather about four signatures. (22 RT 67-9-17) At the time, Guevara states that Cabello was approximately twenty-five feet away. (22 RT 66:23-67:7) Guevara alleges that Carrasco and Raul Zamora asked for signatures almost every day. (22 RT 68:18-69:11) I did not credit this statement. Some of the times that Raul asked him for signatures were during work time when Guevara was pruning or suckering. (22 RT 69:18-70:21) During the times when signatures were collected, Guevara often saw Cabello give papers to Carrasco and a tractor driver named Raul. (22 RT 73:2-74:9) In the final days of October 2013, Guevara states that he heard supervisor Jose "Lolo" Pizano respond to a worker that they did not want the union there. (22 RT 76:5-79:15)

Jacinto Carrasco Aquino, who was witness # 87, started working for Gerawan in 2004 and has worked there every year thereafter. (57 RT 112:21-113:5) Carrasco is sometimes called "Chinto". (57 RT 143:18-19 and 51 RT 105:15-17) The name of Carrasco's significant other is Alecia Diaz Reyes, who was witness #

84. (57 RT 167:5-6) In July 2013, Carrasco began gathering signatures to oppose the union. (57 RT 126:2-23) Diaz was also collecting signatures, but mostly in the Kerman area. (57 RT 130:19-131:1) Diaz did sometimes come to the Reedley area to collect signatures there. (57 RT 131:7-17) Diaz spent more time collecting signatures than Carrasco. (57 RT 131:22-24) Both Carrasco and Diaz began collecting signatures at about the same date. (57 RT 131:2-6)

Carrasco states that he gathered signatures on work days during his lunch time. (57 RT 128:15-129:6 and 57 RT 167:10-13) Carrasco mostly collected signatures from other crews, stating that he only gathered signatures from his own crew on a single occasion. (57 RT 129:7-11) In 2013, Carrasco left work early on two occasions to travel to the ALRB Visalia Regional Office. (57 RT 186:5-189:2) But on other occasions, Carrasco stated that the trips to Visalia were in 2014, not 2013. (57 RT 134:21-135:5 and 57 RT 189:11-21) When Carrasco was around seventeen years-old, he worked for a different agricultural employer and also volunteered for the UFW in his spare time. (57 RT 149:6-151:4) Carrasco stopped volunteering for the UFW in 2003 because he was unhappy with paying fifteen dollars a month for a UFW membership identification card. (57 RT 151:9-21 and exhibit ALJ-4) Carrasco states that he has kept the UFW card all these years out of respect for Cesar Chavez. (57 RT 156:23-157:22) I did not find Carrasco credible when he remembered the specific block number that his crew was working in when the UFW first arrived or the exact number of workers in his crew that date. (57 RT 160:23-162:9) Nor did I find Carrasco credible when he testified that his significant

other, Alecia Diaz Reyes, witness # 84, never told him that she was responsible for blocking entrances at work. (57 RT 176:7-10)

Carlos Uribe Estrada, who was witness # 80, started working for Gerawan in 1996 and has worked there every year thereafter. (51 RT 8:14-21) I find that Uribe worked in the Reedley/Sanger area in the crew of Jose Cabello (Exhibit # ALJ-5, Bates numbers 00011004-000110125), even though the transcript indicates that he testified that his crew boss was Jose Carillo. (51 RT 8:22-9:12) Uribe understood from Silvia Lopez that they had to collect signatures and take them to Sacramento in order to keep the union out. (51 RT 18:1-19) Uribe states that he and Carrasco collected signatures in the Sanger area at lunch time and after work. (51 RT 22:13-23:2 and 51 RT 24:10-12) They went to nearby crews at lunch time and to a nearby store after work. (51 RT 24:20-25:22) Uribe recalls having gone to other crews for signatures a total of between ten and fifteen occasions. (51 RT 26:4-15) Uribe collected signatures at the store on approximately five occasions but did not remember the name of the store. (51 RT 30:11-31:7) The furthest that he had to travel at lunch time to collect signatures was approximately eight minutes in one direction. (51 RT 27:1-4)

Uribe remembers that the UFW visited his crew at lunch time approximately between five and ten times. (51 RT 34:10-35:6) Uribe claims that as of the date of his testimony, he did not know who was responsible for blocking the company entrances in Kerman on the day of the protest. (51 RT 42:7-43:8) Uribe and some of his crew mates told Cabello that they were stopping work without

giving a reason, and they then went to the protest from approximately 9:00 a.m. to 2:00 p.m. (51 RT 44:22-46:16) Uribe indicated that they went to the protest because Silvia had told them that the foremen were included in the earlier signatures, so they would gather new signatures at the protest so that the ALRB could see that the foremen were not included. (51 RT 48:4-12) Uribe saw Chairez and other female workers collecting signatures at the protest. (51 RT 79:15-22) Uribe also left work early to go to a Visalia protest that Silvia told him about. (51 RT 60:14-63:21)

In 2013, Uribe also missed work to attend a protest in Sacramento. (51 RT 119:19-120:4) In early 2013, Uribe attended a mediation session in Modesto between the company and the UFW. (51 RT 109:9-17) Uribe states that he learned about the mediation session from a truck driver whose name he could not remember. (51 RT 109:18-110:18) Uribe had no idea why this truck driver invited him in particular to attend the mediation session. (51 RT 110:24-111:1) Uribe did not see Silvia Lopez there that day. (51 RT 111:17-19)

Jose Luis Cabello Abraham was witness # 112. Cabello started as a crew boss in 1992, and he has held that position from that time until the present. (89 RT 8:16-17 and 89 RT 32:8-10) The size of his crew is approximately thirty-five persons. (Exhibit # ALJ-5, Bates numbers 00011004-000110125) His crew was on the East side, which was the Reedley/Sanger area. (89 RT 9:23-10:1) His brother Eliberto Cabello also works in his crew. (89 RT 10:23-11:3) Cabello has a spouse who works in the Gerawan packing house. (89 RT 28:22-29:2) Cabello had two assistants or helpers, one of who was Raul Zamora. (89 RT 15:25-16:14) Cabello

denies that some ladies ever dropped off papers to Carrasco. (89 RT 22:8-11) When asked about an occasion when Raul Zamora asked for Guevara's signature, Cabello immediately stated that the requested signature was for a paycheck even though the question did not specify a date or time period. (89 RT 22:23-23:11 and 89 RT 49:20-22) Cabello denied ever seeing crew member Carlos Uribe collecting signatures. (89 RT 26:15-19) Cabello denies Jose "Lolo" Pizano stated that the company did not want the union, claiming that Cabello and Pizano only talked about work. (89 RT 25:8-21) Cabello denied knowing that the union issue was important to the company. (89 RT 33:24-34:5) Cabello states that he normally ate lunch in his van and that he never saw anyone form the union visit his crew nor anyone opposed to the union. (89 RT 50:21-51:23) In fact, Cabello claimed that he first learned that there were workers collecting signatures to get rid of the union in November 2013. (89 RT 43:12-17) Cabello did not remember if when interviewed by the General Counsel in September 2013 whether they asked him anything about the union. (89 RT 45:15-46:10)

2. Direct Hire Crew of Jose Jesus Carillo

Three witnesses testified with respect to work-time signature gathering in the crew of Jose Jesus Carillo. These three persons were Cesar Garcia Gomez, Angel Rincon Solorzano and Jose Jesus Carillo. I did not find any of these four witnesses to be particularly credible and thus I do not draw any conclusions as to whether or not there was any signature gathering during work time in the crew of Jose Jesus Carillo.

Cesar Garcia Gomez, who was witness # 2, started working for the company in May 2010. (3 RT 58:12-14) In 2013, Garcia worked for two different foreman, Leonel Nuñez Martinez, who was witness # 106, and Jose Jesus Carillo, who was witness # 110. (3 RT 62:1-3) The nickname for Nuñez is the "tiger". (84 RT 25:6-13) Garcia stated that he worked for Carillo from the end of June 2013 to November 2013. (3 RT 64:6-9) In Summer 203, Garcia allegedly heard Carillo speak to four workers about collecting decertification signatures. (3 RT 67:13-71:7) The conversation took place at 6:10 a.m. or 6:15 a.m., prior to the 6:30 a.m. work start time that day, and the sun had already begun to rise. (3 RT 67:25-68:6) The four crew workers included two tractor drivers, Angel Rincon Solorzano, nicknamed "Tamales", who was witness # 77, and Pedro, and two regular workers, Jose Luna, who was known as "Aurelio", and Aurelio's brother Edward, whose nickname was "Chaquetas". (3 RT 68:21-69:9, 3 RT 70:18-23, 3 RT 115:4-13 and 45 RT 82:3-4) Shortly thereafter, Rincon and Aurelio asked Garcia to sign a decertification petition to get rid of the union. (3 RT 75:2-13) Garcia also saw the pair ask seven to fifteen other workers to sign, finishing up about seven minutes before work started. (3 RT 75:14-76:15) After that day, Garcia was asked to sign a decertification petition on four more occasions. (3 RT 78:20-24) The first of these other occasions was allegedly two to five days after the original time, and took place during work hours between 7:14 a.m. and 7:45 a.m. (3 RT 79:13-80:11) On this occasion, Carillo was approximately six to eight rows away. (3 RT 83:3-9) Garcia estimates that it is seven to eight feet between two rows of peach trees. (4 RT 88:22-89:6 and 4 RT

93:10-94:2) On that occasion, Garcia states that he saw Rincon and Aurelio approach fifteen to twenty workers after he himself was asked. (3 RT 84:10-15 and 3 RT 139:22-25)

On cross-examination, Garcia stated that it was Pedro and Aurelio who he saw soliciting the signatures that day. (4 RT 67:6-10, 4 RT 70:12-14 and 4 RT 101:8-11) Garcia states that it was another six to eight weeks later the next time that they asked him for his signature. (3 RT 86:19-21) On that occasion, Garcia was asked by Rincon and Pedro for his signature during work hours between 11:15 a.m. and 11:45 a.m. (3 RT 86:8-11 and 3 RT 88:12-14) Garcia also states that on a Friday, Carrillo indicated that there would possibly be a work stoppage the next day to protest the union. (3 RT 93:21-96:8) Garcia states that his crew worked the next day, but that there was a work stoppage the following Monday. (3 RT 96:23-97:13) On that day, Garcia states that he arrived at around 6:05 a.m. and he saw three forepersons standing around, and he also saw Silvia Lopez collecting signatures. (3 RT 98:12-99:12) The three forepersons were Jose Jesus Carrillo, Leonel Nuñez Martinez and Francisco Maldonado Chavez, witness # 104. (3 RT 98:19-24) Garcia states that he was asked for his signature that day between eight and twelve times. (3 RT 107:15-20) Garcia states that he heard Carillo talk about the decertification signatures with Rincon, Pedro, Aurelio Luna and Chaquetas on approximately six to eight other occasions. (3 RT 117:13-119:7) In one of the conversations that Garcia heard, Carrillo stopped those four workers and told them to go to a September protest at the intersection of I-145 and Central. (3 RT 120:4-121:10) Garcia later

gave a declaration to the UFW but did not remember it until it was put before him. (3 RT 174:15-19, 3 RT 205:18-22 and 4 RT 27:23-28:24) Garcia stated that he and Carrillo had argued, and Carillo told him that if the union did not come in, Garcia would be among the first to be fired and that the company would replace fruit trees with almond trees. (4 RT 109:23-110:16)

Garcia also states that, in August and September, Dan Gerawan spoke to the workers on three occasions and on one of the occasions, Dan Gerawan "indirectly" told the workers to vote against the union. (4 RT 111:12-112:19, 4 RT 129:3-4 and 4 RT 192:7-13) Garcia later described the last meeting as having taken place in November approximately one to two weeks before the election. (4 RT 168:7-20) On one of those three occasions, Dan's wife, Norma Linda, and brother, Michael, were also present, as was Jose Erevia. (4 RT 131:7-132:6 and 4 RT 160:20-25) Garcia remembers Michael Gerawan speaking in Spanish, although later he acknowledged that it might have been Dan speaking in Spanish instead. (4 RT 140:12-141:25)

Angel Rincon Solorzano, who was witness # 77, started working for the company in 1996. (44 RT 113:15-22) His nickname is "Tamales", because he used to sell tamales out in the fields. (45 RT 47:7-11) He has worked in Carillo's crew since 1999. (45 RT 19:9-12) Rincon decided that he would collect signatures to get rid of the union. (44 RT 130:19-131:2) Rincon got the idea to do this after he saw women at the company collecting signatures. (44 RT 131:3-12) Signature gatherers gave him a telephone number for Silvia Enedina Lopez, who was witness #

79. (44 RT 132:9-133:23) Rincon received the signature sheets from Silvia Lopez and her son-in law, Angel Lopez, who was witness # 98. (45 RT 27:14-23 and 45 RT 93:13-16) After collecting signatures, Rincon then gave his signature sheets to Silvia Lopez or Angel Lopez. (44 RT 135:8-25) Rincon's wife Erica Solano also collected decertification signatures. (45 RT 80:15-22) Rincon states that Carillo told him that he did not want to see anyone collecting signatures from crew members during lunch time. (45 RT 85:9- 87:25) Rincon states that he was not involved in causing the work stoppage that occurred in September 2013. (44 RT 145:1-10) Rincon states that he never asked anyone as to who was responsible for the blockage. (45 RT 62:10-12)

While testifying on Friday, December 5, 2014, Rincon stated that on the day of the work stoppage, at around 7:00 a.m. to 7:30 a.m., which was an hour after he had initially arrived to work and observed the blockage and log-jammed cars, Rincon saw a single worker on a tractor across Central. (44 RT 170:2-171:17 and 45 RT 30:9-11) Rincon did not remember the name of this person. (44 RT 170:22-25) On Monday, December 8, 2014, Rincon claimed that the worker was Eleazar Mulato, witness # 10. (45 RT 28:19-29:12) Rincon admitted that he had discussed the topic on the telephone with co-worker Eduardo Luna, also known as "Chaquetas", in between his testimony. (45 RT 29:13-24 and 45 RT 47:12-16) Rincon stated that no supervisors were in the area when that occurred. (45 RT 31:5-7) On the day of the work stoppage, Rincon saw people gathering signatures for the decertification effort, so he asked them for sheets of paper and joined them in the

signature gathering. (44 RT 149:25-151:11 and 44 RT 169:7-10) One of the workers who gave him signature sheets was "Chairez". (45 RT 107:24-108:6) Three or four women were there with him collecting signatures. (45 RT 60:24-61:1) They collected signatures during what would have been their normal working hours but for the blockage. (45 RT 68:2-4)

Jose Jesus Carrillo, who was witness # 110, started working for Gerawan in 2006 and first became a foreman in 2009. (87 RT 117:7-22) In 2013, his crew worked on the West side, near Kerman. (87 RT 119:13-21) His typical crew size was twenty-five to thirty workers. (87 RT 121:22-24) On the one or two days that he might have been sick, either Pedro Esparza or Eduardo Luna would have been left in charge of the crew. (87 RT 122:24-123:9)

On the day of the work stoppage, between 7:00 a.m. and 9:00 a.m., which was after work would have started, Carrillo saw about right to one hundred feet away a worker from Maldonado's crew block Branch Avenue by moving a single tractor. (88 RT 8:6-10:5 and 88 RT 41:25-42:1) The tractor was not locked or tied down in any way, so anyone who wanted to move that tractor could have hopped onto it and moved it. (88 RT 62:1-18) Any even without that tractor there, foot traffic was already impeding anyone from going forward. (88 RT 63:24-64:3) Carillo did not call his supervisor, Antonio Franco, until between 8:00 a.m. and 9:00 a.m. (88 RT 10:20-11:7) Carillo then went to have lunch with Franco and foreman Maldonado. (88 RT 11:21-12:3) Carillo then received a call from someone at the

office telling him to go there. (88 RT 13:21-14:5) Carillo could not remember the name of the person from the office who had called him. (88 RT 13:24-25)

In the office, Carillo participated in a conference call with the other crew bosses and company's attorneys, where the attorneys told the crew bosses to write down what they had seen on a sheet of paper. (88 RT 15:21-15:25) Carillo then left to go home for the day, without making any inquiries as to the workers who had rode to work with him that morning. (88 RT 16:1-13) Carillo denied knowing that the people blocking the entrances that day were against the union. (88 RT 55:17-21) Carillo states that no one mentioned the day's events during the ride to work the next morning. (88 RT 16:14-16:19)

Carillo remembered two or three other days when multiple crew members left early and some came back to work before the day ended, with at least one of these occasions occurring before the decertification vote. (88 RT 17:22-18:19 and 88 RT 20:7-21:3) None of the workers were disciplined for leaving early. (88 RT 53:6-8) Carillo remembers a time when one of the owners came to speak with his crew. (88 RT 22:17-25) Carillo remembered very little of what was said at the meeting because he purposefully walked away when the owner and his wife was talking, nor did Carillo recall if more than one crew was present. (88 TR 24:10-25:1) But Carillo denied knowing beforehand what management was there to speak about. (88 RT 25:2-5) Carillo denied talking to his crew about the decertification petition and collecting signatures. (88 RT 29:9-15) Carillo denied knowing that Dan

Gerawan wanted the workers to have the right to choose whether or not to be represented. (88 RT 40:13-16)

3. Direct Hire Crew of Maria Emma Salvador de Cortez

The allegation with respect to crew boss Maria Emma Salvador Cortez is not that she allowed signature gathering during work time, but rather that she stood with anti-union protesters on the day of the work blockage, which was September 30, 2015.

In 2013, Salvador Alatorre, who was witness # 41, was an ALRB Regional Office field examiner (sometimes called a Board agent). Alatorre saw restrooms set up near the protest on September 30, 2013. (21 RT 13:13-21 and 21 RT 44:14-24) Alatorre described the pro-UFW group he saw that day as fewer than fifty persons. (21 RT 65:10-21) Shortly before 1:00 p.m. that day, Alatorre saw a separate group of ten or fewer people protesting with signs on Central, and identified crew boss Emma Cortez as one of the people in that group. (21 RT 34:15-37:17) Alatorre had interviewed Cortez a few days prior to the work blockage. (88 RT 140:4-11 and 88 RT 154:9-19) Alatorre took a picture of her license plate. (21 RT 36:11-14, 88 RT 155:23-156:5, and exhibit GCX-93, pages two through four)

Maria Emma Salvador de Cortez, who was witness # 111, began working at Gerawan in 1991, and became a foreperson in 2007. (88 RT 77:13-19) Cortez had a son, Antonio Cortez, who worked in her crew. (88 RT 77:20-24) Cortez was unable to work on the day of the blockade and protest. (88 RT 91:10-13) After being told by a non-supervisory worker that there was no work that day, Cortez

simply sat in her car for six or seven hours with the windows rolled up, neither moving nor speaking with anyone on her cellular telephone that she had with her. (88 RT 95:15-97:10, 88 RT 100:14-102:23, 88 RT 102:25-103:2, 88 RT 110:5-7 and 158:19-159:17) The next day, no one asked or spoke to Cortez about what had happened nor did Cortez herself ask anyone else what had happened. (88 RT 110:23-112:11) It is not believable that Cortez stayed in her car and called no one and received no calls for six hours at Central & Goldenrod streets.

I credited all of Alatorre's testimony as to Cortez, and discredited all of Cortez's testimony as to her activities on the day of the September 30, 2013 work blockage. However, I do note that from Alatorre's testimony, we have no way of knowing if Cortez merely stopped for a couple of minutes to talk to some of the protesting workers or if, alternatively, Cortez took a more active role. I also discredit the testimony of Felix Hernandez Eligo, who was witness #82, as to his claim of having seen Salvador Alatorre waiving a UFW flag that day.

4. Direct Hire Crew of Martin Elizondo Cruz

Six witnesses testified with respect to work-time signature gathering in the crew of Martin Elizondo Cruz. These six persons were Gustavo Vallejo, Jorge Aguirre, Justino Meza, Maria Gonzales Espinoza, Alejandro Paniagua Chavez and Martin Elizondo Cruz. I found the five worker witnesses to be more credible than crew boss Martin Elizondo Cruz.

Gustavo Vallejo, who was witness # 1, worked for Gerawan during 1997 to 2014. (1 RT 159:9-10) In addition to being a regular worker, Vallejo was

also a grape checker during 1998 to 2006. (1 RT 164:2-9) During calendar year 2013, Vallejo worked in the crews of Martin Elizondo and Santos Rios. (1 RT 167:22-168:1) In 2013, Vallejo was in Martin Elizondo's crew during the months of April through September. (1 RT 168:2-4) The crew had approximately thirty-two workers. (1 RT 194:24-195:1) Vallejo stated that he recalled an occasion when three persons came to his crew to collect signatures at approximately 1:40 p.m. in the afternoon. (1 RT 206:21-207:6) On direct examination, Vallejo described this event as occurring in April 2013, but on cross-examination Vallejo conceded that it might have occurred in another month such as July 2013. (1 RT 197:13-15 and 2 RT 202:11-204:23) At this time, Elizondo's crew had just finished thinning trees at Ranch 20-C and foreman Elizondo was giving out instructions for starting work at Ranch 21-B. (1 RT 203:16-20) Vallejo saw two workers sign the petition while Elizondo was giving the work instructions. (1 RT 216:4-10) Elizondo told his crew workers to wait until he was done giving his instructions. (2 RT 214:21-215:4) Vallejo had seen these same three persons come to his crew on the preceding day at the end of the work day, but the crew ignored the three people because it was the end of the day. (1 RT 197:13-23 and 1 RT 201:22-202:1)

Jorge Aguirre, who was witness # 23, worked for Gerawan from 1997 through 2014. (14 RT 174:8-16) His spouse is Maria Gonzales Espinosa, witness # 34. (18 RT 141:4-5) In 2013, he worked for crew bosses Manuel Ramos and Martin Elizondo, in that order. (14 RT 176:6-20) Aguirre remembers an occasion when worker Rolando Padilla, who was witness # 83, came to Elizondo's crew to collect

decertification petition signatures. (14 RT 177:4-178:10) Padilla sought the signatures for ten to fifteen minutes right after the lunch break had ended. (14 RT 180:16-21 and 14 RT 181:7-9) Aguirre also recalled an occasion when two ladies and a man came to Elizondo's crew to collect decertification petition signatures. (14 RT 182:17-19, 14 RT 185:12-15 and 14 RT 187:2-5) He recalls them getting a few signatures while his foreman conducted a class. (14 RT 184:24-185:16) The three people remained there for about five to eight minutes after the class ended. (14 RT 190:3-5)

Aguirre also remembered an additional occasion when two people came to Elizondo's crew for signatures after they had moved from the peaches to the grapes. (14 RT 193:8-194:10) On one occasion, Aguirre himself asked Elizondo for permission to collect signatures from the crew. (14 RT 195:18-196:1) Aguirre claims that he told Elizondo that he wanted during work time to collect signatures to have the union "come in" and that Elizondo denied his request, saying that he would have to go to the office to seek permission. (14 RT 195:21-196:7 and 14 RT 204:11-14) Later that day, Aguirre states that Elizondo received and read out loud a typed letter from the office which stated that Elizondo did not have the authority to grant permission for people to collect signatures and that anyone seeking permission would need to go to the office. (14 RT 198:15-199:12 and 14 RT 205:8-10) Aguirre was terminated from the company in 2014. (14 RT 202:20-23)

Justino Meza, who was witness # 28, worked for Gerawan from 2007 through mid-November 2013. (16 RT 123:20-124:1) In 2013, Meza was in Martin

Elizondo's crew. (16 RT 124:9-13) Meza rode to work with a colleague named Isabel. (16 RT 124:18-125:9) Meza alleges that Isabel told him sometime between July and August 2013 that he had received papers for collecting signatures from Elizondo. (16 RT 125:10-126:1 and 16 RT 128:20-22) Meza also says that Isabel told him that if the union came in, the company would knock down the trees and give the land to the State. (16 RT 126:1-5) The next day, Meza saw Isabel collecting signatures prior to the start of a work day, putting the materials away when work started. (16 RT 131:6-8 and 16 RT 133:14-25)

On the day of the blockage, Meza recalls Martin Elizondo telling crew workers to go over to Interstate 145 where the workers are going to gather. (16 RT 142:5-10) Meza later joined the pro-union workers that were protesting and went to the UFW offices to give a declaration. (16 RT 144:13-146:6) Meza also remembered a second day when there was no work and he heard rumors that workers were going to Visalia. (16 RT 147:2-153:15 and 16 RT 156:18-157:8) Hearsay evidence is admissible when allegations are additionally supported by other corroborating evidence. Although counsel did not object during the hearing, this "double hearsay" is sometimes less reliable. Here, the witness is testifying as to what a second person stated that a third person had told him. None of the parties indicated that they tried to subpoena "Isabel" but were unable to do so. Martin Elizondo Cruz, witness # 103, did not remember whether or not he had a worker named Isabel in his crew in 2013, but denied asking any worker to collect signatures. (80 RT 48:25-49:13)

Maria Gonzales Espinoza, who was witness # 34, started working at Gerawan in 1997. (18 RT 112:14-15) She is the wife of Jorge Aguirre, who was witness # 23. (18 RT 141:4-5) In 2013, Gonzales picked grapes in Elizondo's crew. (18 RT 113:19-21) This would have been well after August 4, 2013. Gonzales recalled a single day where, half an hour into working, a woman, who she did not recognize, wearing clean clothes and dress boots, asked her to sign a paper to get rid of the union. (18 RT 115:12-116:12) The significance of the attire is that presumably most workers intending to work on a particular day would wear certain clothing and footwear in the fields due to the nature of the work.

Gonzales remembers one occasion when she went to work but work was canceled. (18 RT 120:10-12) On that morning, Gonzales recalls outdoor lamp/heaters and people chanting "out with the union". (18 RT 121:12-122:5 and 18 RT 123:11-124:13) She heard someone on a megaphone saying that they were going to a location, possibly Visalia, and inviting people to join them. (18 RT 124:14-21) After waiting at work for a couple of hours, supervisor Lucio Torres, who was witness # 126, told the approximately five remaining workers that they could work for the day with Raquel Villavicencio's crew. (18 RT 130:1-132:13) Her husband was among the workers that remained to work. (18 RT 141:1-3) At the end of her testimony, Gonzales wished to explain that she was worried by coming and testifying that it might impact her future ability to work at Gerawan. (18 RT 145:8-146:18) Respondent's counsel objected to her making that comment at the end of her testimony. (18 RT 146:5 and 18 RT 147:20-148:4)

Alejandro Paniagua Chavez, who was witness # 64, worked for Gerawan from 2010 to 2014. (36 RT 118:9-14) In 2013, he worked in Elizondo's crew. (36 RT 119:8-9) Paniagua indicated that a co-worker named Refugio Ochoa had filled in for Martin Elizondo on some occasions when Elizondo was sick. (36 RT 120:8-14) In 2013, on a day when they were picking plums, Refugio Ochoa told Paniagua to remove his red UFW t-shirt, and that Paniagua would now no longer be considered a friend. (36 RT 120:18-121:6 and 36 RT 123:2-5) Paniagua also stated that on one occasion Elizondo pulled him aside for five or ten minutes to tell him that Elizondo had the authorization to stop him from working. (36 RT 124:22-126:14) Paniagua understood this to mean that he could lose his job because of his wearing the UFW t-shirt. (36 RT 123:10-125:13) Paniagua also remembered two women and one man collecting signatures on a Saturday when he was waiting in line to get his paycheck from his foreman. (36 RT 132:3-134:14 and 36 RT 150:18-25)

Martin Elizondo Cruz, who was witness # 103, worked for Gerawan from 1985 to 2014. (80 RT 9:11-15) Elizondo became a crew boss in 1998 and served in that capacity in 2013. (80 RT 18-23) At first, Martin stated that he only had a single brother, supervisor Guadalupe Elizondo, who worked at Gerawan in 2013. (80 RT 14:13-22) In 2013, Elizondo's crew normally worked on the East side. (80 RT 145:17-19) Guadalupe was Martin's direct supervisor when his crew was on the West side. (80 RT 16:14-22) Martin later admitted that he also had a second brother, supervisor Jesus Elizondo, who worked at Gerawan. (80 RT 15:23-16:9) Martin does not remember anyone other than crew counters and ALRB

staff visiting his crew in 2013. (80 RT 21:9-22:19) Martin remembers that his crew was working at block 123A on the West side on the day of the work blockage in late September 2013. (80 RT 22:21-23:12) Three of the four workers who Elizondo regularly drove to work in 2013 were tractor drivers. (80 RT 25:20-26:2) On the day of the work blockage, upon arriving at around 5:30 a.m., Martin saw ladders and ribbons blocking an entrance near the tractor. (80 RT 23:19-20 and 80 RT 25:12-26:20) Martin called his brother Guadalupe who told him that he was on his way and to just wait. (80 RT 26:25-27:5) Elizondo indicated that he could have easily removed the ribbon and gone through the entrance, but he did not for fear of being scolded. (80 RT 27:22-25) Elizondo claimed that he had no idea who had blocked the entrance. (80 RT 28:11-13)

At around 8:30 a.m. or 9:00 a.m., one of the counters told Martin and two other nearby foremen to go to the office. (80 RT 28:25-29:17) At the office, Martin saw as many as about fifteen other crew bosses simultaneously present. (80 RT 39:16-19) Martin denies seeing Silvia Lopez on the day of the work blockage, contrary to her recollection. (48 RT 160:7-161:21, 55 RT 36:19-37:1 and 81 RT 83:8-22) Martin tried to answer more than one question with a general denial before the company's counsel had even finished the question. (See for example 80 RT 43:7-11) Martin alleges that Gustavo Vallejo, who was witness # 1, did not work for his crew in 2013. (80 RT 43:24-44:1 and 81 RT 64:11-16) Exhibit GCX-88 includes the workers in Martin's crew, which is crew number 342, for the week ending August 4, 2013. (Exhibit GCX-88 and 81 RT 76:18-20) These workers

include Gustavo Vallejo (second page, fourteenth name from the top), Jorge P. Aguirre (first page, twenty-fifth name from the top), Justino Meza Meza (first page, fourth name from the bottom), Alejandro Paniagua Chavez (second page, fourth name from the top), and Isabel H. Zavala (second page, sixteenth name from top). (Exhibit GCX-88)

Martin could only remember a single occasion, regardless of the time of day, when someone came to his crew to collect signatures. (80 RT 45:25-46:5) Martin identified that person as Rolando Padilla, the brother of Jesus Padilla, and Martin recalled that Rolando collected signatures from his crew during a lunch break. (80 RT 46:4-14) In contrast, Silvia Lopez recalls talking to Martin Elizondo when she went to his crew on the East side to collect signatures with Clara Cornejo (nicknamed "Carla"), witness # 78, and Alecia Diaz Reyes, witness # 84. (55 RT 36:19-37:1 and 45 RT 113:1-23) Martin denied that Rolando collected any signatures from his crew during work time. (36 RT 47:10-16)

Martin admitted that Jorge Aguirre, witness # 23, had asked him for permission to collect signatures, and Martin alleges that he told Jorge that he could do it during breaks and before and after work, just not during work time. (80 RT 47:18-48:5) Martin claims that he did not know whether or not Aguirre supported or opposed the union (81 RT 20:12-18 and 81 RT 28:8-25), but in a prior declaration Martin stated that until Aguirre spoke with him, he had not known that Aguirre supported the union. (Exhibits U-14 and U-15) Martin could not remember whether or not in 2013 his crew had a worker named "Isabel". (80 RT 48:25-49:5) Martin

denied ever giving any worker a piece of paper and asking him or her to collect signatures. (80 RT 49:7-13) Martin denied knowing someone named Maria Gonzales Espinoza who worked at Gerawan in 2013 (80 RT 49:17-19 and 81 RT 68:19-23), but her name shows up among punch cards for his crew for the date of October 14, 2013. (Exhibit GCX-89) Martin then conceded that Gonzales-Espinoza might have been among the pickers with his crew. (81 RT 77:21-78:13) Martin did remember Alejandro Paniagua as a former worker in his crew, but denied that Paniagua ever told him that co-workers were teasing him about his UFW t-shirt. (80 RT 49:25-50:8)

5. Direct Hire Crew of Cirilo Gomez

Two worker witnesses testified with respect to work-time signature gathering in the crew of Martin Elizondo Cruz. These two persons were Macario Ogarrio and Raul Perez Salazar. Foreman Cirilo Gomez was not called as a witness by any of the parties. Two other witnesses, Horacio Ramirez Reyes and Manuel Barrientos, were called in an effort to discredit Ogarrio and Salazar. One other witness, Armando Elenes, was asked some questions relating to Ramirez and Barrientos. I completed discredited the testimony of four witnesses, Ogarrio, Salazar, Ramirez and Elenes for the reasons that will be discussed below, but found Barrientos generally credible but not having a very detailed recollection. As a consequence, I do not find any evidence of work-time signature gathering in the crew of Cirilo Gomez.

Macario Ogarrio, who was witness # 35, worked for Gerawan from 2010 to September 2013. (18 RT 152:7-10) Ogarrio described two women who came to his crew to do signature gathering two times in late August 2013 during the lunch break. (18 RT 172:9-175:17) Ogarrio described two women, different from the ones described above, gathering signatures at one of the Friday free fresh fruit give-aways as only being six to seven meters from Dan Gerawan and nine to ten meters from Gerawan's spouse. (18 RT 163:21-164:5) I discredited this statement based on other more persuasive witness testimony that both decertification and UFW proponents were always further away than that from where the fruit was being given away. Ogarrio was also vague with respect to his memory of having collected signatures from crew member about a non-union issue, recalling only that it was something for Washington. (18 RT 164:10-18 and 18 RT 184:24) Ogarrio recalled asking his foreman for permission to distribute some union flyers during work time, but he did not show the flyers to Gomez or tell Gomez anything about their source or content. (18 RT 166:3-168:6)

Raul Perez Salazar, who was witness #43, worked for Gerawan for approximately three to four years. (21 RT 169:15-22 and 22 RT 9:16-10:1) Salazar recalled people from outside his crew regularly visiting the crew to solicit signatures. (21 RT 171:24-172:2) Salazar describes one of these people as a forelady who worked in the grapes, but he does not remember the forelady's name. (21 RT 172:3-18) Salazar later described the scene differently, stating that the forelady only directed other workers to collect the signatures rather than directly gathering some of

them herself. (21 RT 189:22-190:3) Upon cross-examination, Salazar seemingly stated that one of the women with the forelady was Silvia Lopez. (21 RT 192:15-20) Salazar states that he had seen the forelady arranging her crew in the fields and also heard comments from other crew members regarding her status. (21 RT 178:6-180:24) Salazar described this forelady as being overweight, neither particularly short nor particularly tall, 45-50 years old, lighter-colored skin and reddish-brown hair. (21 RT 188:9-189:2) Salazar states that after collecting signatures, the forelady gave the papers to his foreman, Cirilo Gomez. (21 RT 172:19-173:6) But upon cross-examination, Salazar then stated that it was Silvia Lopez who gave the papers to Gomez, thereafter changing it back to being the nameless forelady that did so. (21 RT 197:9-198:1) Then, upon further questioning, Salazar stated that Silvia Lopez did not visit his crew on the same day as the forelady. (21 RT 198:12-22 and 22 RT 20:9-12) On one day that Silvia Lopez visited his crew, Salazar recalls a co-worker signing the petition with the name "Pancho Villa", though no one in his crew had that name. (22 RT 13:25-14:7) But then Salazar seemingly backtracked and stated that co-workers would just say they were going to write "Pancho Villa". (22 RT 18:21-19:1) When Silvia Lopez visited his crew, Salazar recalls that she was wearing an identification card. (22 RT 30:10-15)

Horacio Ramirez Reyes, who was witness # 96, was previously a worker at UFW crew representative at Dole Berry North. (68 RT 87:6-16) In January 2012, Ramirez became a UFW organizer for eight months at T.T. Miyasaka in the Salinas/Watsonville area. (68 RT 88:20-89:24) Next, Ramirez went to work

for three or four months at Corralitos Farms. (68 RT 90:1-24) Ramirez explained that he was recruited to pretend to be an ordinary worker at Corralitos when in fact he was simultaneously on the UFW payroll. (68 RT 91:9-13) Next, Ramirez was hired by the UFW to be an organizer at Gerawan. (68 RT 91:24-92:15) Ramirez indicated that his UFW supervisor was Guadalupe Corona. (68 RT 93:5-11) Corona told him that when he went from the Salinas area to the Fresno/Madera area his supervisor would then be Armando Elenes, who was witness # 49. (68 RT 93:24-94:6)

As part of his UFW training, Ramirez alleges that the UFW taught him how to take statements from workers and how to explain to workers what was needed in the statement for it to be useful. (68 RT 97:6-100:11) Ramirez did not recall Elenes directly saying that the organizers should tell the workers to lie, but he felt that Elenes insinuated it. (69 RT 77:14-21 and 69 RT 83:6-23) However, Ramirez did not put all of his training into practice. (69 RT 20:6-17) If something else was needed to make a worker's charge useful, Ramirez would explain what element was missing. (68 RT 100:13-102:4) Ramirez recalled an instance where a worker indicated that he would say whatever was needed. (68 RT 102:6-9) Ramirez recalled this worker being in the crew of Cirillo Gomez. (68 RT 114:25-120:15) In total, Ramirez took three or four statements from workers that would get forwarded to UFW paralegals. (68 RT 114:9-21) Ramirez drafted a couple pre-declaration forms, but only the attorneys or paralegals drafted the declarations. (69 RT 127:17-128:20 and 69 RT 132:17-21) Ramirez states that he told all of these three or four

workers to lie. (69 RT 78:16-24) When asked in a non-leading manner, Ramirez was completely unable to recall the names of Ogarrio or Salazar. However, when asked in a pointedly leading manner as to whether Ogarrio and Salazar were among the three to four Gomez crew workers with whom he spoke, Ramirez responded affirmatively. (69 RT 85:19-91:23)

Ramirez described how he received a called from a worker seemingly out of the blue asking him to testify at the hearing. (69 RT 98:5-106:3 and 69 RT 162:7-164:21) Ramirez indicates that he then invited his coworker Manuel Barrientos, who was witness # 97, to also share his experience. (69 RT 111:19-112:17 and 69 RT 159:18-25) Ramirez acknowledged testifying at the Corralitos hearing in Salinas in November 2012. (69 RT 172:11-21) Ramirez denied lying at the Corralitos hearing. (69 RT 173:10-17) Having reviewed the hearing transcript in Corralitos Farm, 39 ALRB No. 8, Case No. 2012-RC-004-SAL et seq., I note that Ramirez testified under oath that he had always been a strawberry picker and withheld divulging that he had worked for the UFW either before or during his time at Corralitos.[30] (Corralitos, 1 RT 122:6-22)

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[30] The Board should consider referring to the State Bar of California the issue of whether or not, at the time of the Corralitos hearing, any UFW trial counsel had actual knowledge that Ramirez was on the UFW payroll while he was working at Corralitos. If any counsel, UFW or otherwise, had actual knowledge of this relationship, their silence on that matter could be construed as deception, and thus might be an appropriate subject for State Bar review. In any event, it is my holding that, prospectively, UFW counsel are directed to disclose, both generally at the prehearing conference, and specifically before the hearing testimony of that particular witness, if they are calling

(Footnote continued....)

Manuel Javier Barrientos, who was witness # 97, became a UFW organizer in June 2011. (70 RT 22:1-4) Barrientos was assigned by the UFW to work as an organizer at Gerawan from January 2013 to October 25, 2013. (70 RT 23:13-14 and 70 RT 28:16-24) Barrientos testified that he saw workers who were unjustly fired at Gerawan, but later modified his testimony to say that he only learn of the firings through the comments of other workers. (70 RT 36:7-23) When workers came to Barrientos with possible company violations, he never told the workers to lie. (70 RT 41:18-24) Nor did Barrientos ever tell a worker to alter his statement to UFW paralegals. (70 RT 44:22-45:4)

When he was trained by Armando Elenes, organizers were told that they needed to use "creativity" in their work, but Barrientos never actually saw organizers put this into practice. (70 RT 68:24-69:10 and 70 RT 75:24-75:8) Barrientos states that he never heard other UFW organizers tell workers to tell lies. (70 RT 48:10-13) Barrientos and Ramirez were friends who often ate dinner together in 2013. (70 RT 97:24-25) Barrientos did recall Horacio Ramirez telling him that he had told workers to tell lies in the crew of Cirilo Gomez, but he did not remember the names of the workers involved. (70 RT 48:24-49:14, 70 RT 52:7-17 and 70 RT 53:20-55:7) But later Barrientos stated that Ramirez did not tell him that he had told witnesses to tell lies, only that he had manipulated the circumstances.

(Footnote continued)
any worker witness who was simultaneously on the payroll of both a grower and the UFW itself.

(70 RT 60:12-18) Barrientos also vaguely remembered UFW organizer Jose Higuera talking about being able to bring in more statements and telling a worker to change his statement. (70 RT 48:3-20) Barrientos indicated that he left the UFW in October 2013 when he was told that his pay would no longer include a supplement for being from Salinas instead of Madera. (70 RT 75:22-76:9, 94 RT 195:13-196:7 and 94 RT 199:20-23) On cross-examination, I found that Barrientos was candid when he admitted that petitioner's attorney had paid for his lunch. (70 RT 96:7-8)

Armando Elenes has been a National Vice President for the UFW since 2008. (24 RT 25:5-18 and 34 RT 26:11-15) Elenes has worked for the UFW from 1997 to 2003 and from 2006 to the present. (24 RT 25:5-13) In 2013, Elenes was also responsible for organizing new members and bringing them into the union, especially in the San Joaquin Valley. (24 RT 26:21-27:5) He noted that the UFW had re-requested negotiations with Gerawan on October 12, 2013. (24 RT 30:9-12) On cross-examination, Elenes indicated that he was unable to give an estimate as to the UFW's number of dues-paying members in 2013. (30 RT 65:15-66:11) As a key leader of the UFW, who was tasked with bringing in new members, knowing how many dues-paying members that you have is the type of information you simply need to know. (30 RT 66:15-17) In this instance, the number of workers at Gerawan, and thus also the number of potential dues-paying members, is very large, in the multiple thousands. Most probably Elenes was concerned about conceding the smallness of existing UFW membership, especially in comparison to the number of Gerawan workers at stake. Thus, I reach the inescapable conclusion that Elenes was

lying when he stated that he was unable to give an estimate as to the number of UFW dues-paying members. (30 RT 67:5-68:2) As a result, for me, this seriously undermined the credibility of Elenes as to his other answers.

In late 2012 and 2013, Elenes was in charge of running the Gerawan organizing campaign. (94 RT 146:21-23) There were three lead organizers or coordinators, Oscar Mejia, Nancy Oropeza and Everardo Vidales. (94 RT 147:1-20 and RT 150:20-25) There were fifteen to twenty organizers under the three coordinators. (94 RT 152:16-24) Elenes testified that he probably had approximately fifteen meetings with the organizers. (94 RT 154:4-156:2) Elenes indicated that he may have given some training to the organizers on how to take a statement from a worker-witness. (94 RT 171:8-172:3 and 94 RT 185:23-186:7) Elenes denied ever instructing organizers to coach employees to give more definite-sounding statements when the worker was uncertain as to some details. (94 RT 173:5-10 and 94 RT 184:3-15) I gave less weight to most of Elenes answers given my distrust of his earlier testimony regarding the number of dues-paying UFW members.

6. Direct Hire Crew of Benigno Gonzalez Medina

Two worker witnesses testified with respect to work-time signature gathering or assistance in the crew of Benigno Gonzalez Medina. These two persons were Marina Cruz and Juan Diego Jimenez. Foreman Benigno Gonzalez Medina was also called as a witness. As noted below, I completed discredited the testimony of Marina Cruz. With respect to Mr. Jimenez, I found that he was truthful, but not

particularly reliable with respect to his recollection of specific details. As a consequence, I do not find any evidence of work-time signature gathering in the crew of Benigno Gonzalez Medina. I do find, based upon a preponderance of the evidence, that foreman Benigno Gonzalez Medina did let some of his crew members occasionally use his Chevrolet Suburban, and that on one occasion, the crew members rode in the Suburban to go to a protest. I further find that Benigno knew, or had reason to know, where the crew members were going on that occasion, given that about half of his workers simultaneously left and that one worker asked him if he should go to the protest. (89 RT 107:1-6, RT 152:12-18 and RT 161:11-24)

Marina Cruz, who was witness # 6, worked for Gerawan from 1997 to 2013. (6 RT 109:1-10) Cruz remembers seeing foreman Benigno Gonzalez Medina at a Sacramento protest. (6 RT 200:19-201:1)

Juan Diego Jimenez, who was witness # 30, worked for Gerawan in 2013. (17 RT 7:25-8:5) Please note that the court reporter's transcript, Volume 23, incorrectly lists the first name for Mr. Jimenez as "Jose", when his first name is actually "Juan". (17 RT 5:14-15) Jimenez recalled his foreman's name as Benigno Hernandez. (17 RT 8:24-9:5) Jimenez recalled three women, ages twenty-five to thirty-five, coming to his crew about five minutes before lunch ended and staying about five minutes into the work time. (17 RT 10:1-7 and 17 RT 15:14-17) Jimenez did not see any of the three women talk to his crew boss. Jimenez described Benigno as approximately thirty-five feet away. (17 RT 12:13-19) Jimenez indicated that after he declined to sign, the women took out a California

identification card and said that she was here legally and he was not. (17 RT 21:23-22:4) The woman also gave him a card for her attorneys, which Jimenez gave to "Oscar" with the union. (17 RT 22:7-15) Jimenez also alleges that a friend, "Celestino", told him that the women threatened the friend, but I discredited that part of his testimony as unreliable hearsay. (17 RT 30:6-33:11) Jimenez recalled another instance when Benigno asked some of the crew if they were going to the Visalia protest. (17 RT 44:4-46:10) Jimenez recalls that Benigno loaned his Chevrolet Suburban to a crew member who drove some of the workers to the protest. (17 RT 46:14-25) Jimenez himself went back in the Suburban, though he went to the protest in a different vehicle. (17 RT 47:14-18) Jimenez testified that, from a distance of thirty-five feet, he heard a portion of a conversation between Benigno and a co-worker in which Benigno mentioned cutting down the fruit trees and replacing them with almond trees. (23 RT 10:21-11:13) Jimenez admitted that he could only hear part of the conversation. (23 RT 11:19-25)

Benigno Gonzalez Medina, who was witness # 113, has worked at Gerwan from 1993 through the present. (89 RT 56:23-57:7) Benigno has two brothers who are also crew bosses, Emetario and Esteban. (89 RT 59:12-15 and 89 RT 157:23-158:5) Benigno's brother-in-law was supervisor Jose Becerra. (89 RT 58:25-59:7 and 89 RT 60:11-15) Benigno's brother Pedro was also a supervisor. (89 RT 158:2-5) Benigno has other relatives working for Gerawan as well. Benigno confirmed that he drove a Chevrolet Suburban. (89 RT 76:1-2 and 89 RT 119:14-16) Benigno denied being in Sacramento at a protest. (89 RT 103:19-22) I credited

Benigno's testimony on that subject and discredited the testimony of Marina Cruz on that subject. Benigno stated that he did not ever encourage workers to go to a protest. (89 RT 107:1-21 and 89 RT 121:20-25) Benigno admitted to loaning his Chevrolet Suburban to workers on eight or ten occasions in 2013. (89 RT 120:16-121:14) Benigno claimed that, on one day, when the workers left early, he heard the workers yelling, but that he did not pay attention to what they were saying. (89 RT 140:7-18) Moreover, Benigno knew or had reason to know where half of his crew was simultaneously going, especially given that Benigno concedes that one worker asked him, "Mr. Crew Boss, do you want me to go to the protest?" (89 RT 107:1-6, RT 152:12-18 and RT 161:11-24) Benigno denied ever telling a worker that, if the union came in, that fruit trees would be replaced with almond trees. (89 RT 123:22-25)

7. Direct Hire Crew of Emetario Gonzalez Medina

One worker witness testified with respect to assistance in the crew of Emertario Gonzalez Medina. This person was Marina Cruz. Foreman Emetario Gonzalez Medina was also called as a witness. As noted below, I completed discredited the testimony of Marina Cruz.

As noted above, Cruz worked for Gerawan from 1997 to 2013. (6 RT 109:1-10) Cruz testified that Emetario Gonzalez offered to pay her cash out of his pocket if she would go to a protest in Visalia. (6 RT 205:1-15) Cruz then went to the protest and spent a couple of hours outside the ALRB Visalia Regional Office. (6 RT 209:22-25) On redirect examination, Cruz was not sure if this protest was

before or after the election. (7 RT 23:5-11) On the other hand, Cruz thought that the protest was in "October", which would presumably have been October 2013, since her testimony was on October 6-7, 2014. (7 RT 23:14-16 and 7 RT 38:17-20) Cruz did not recall much detail about what the protesters chanted, although she did mention the topic of counting the votes. (6 RT 209:14-17 and 7 RT 39:10-16) She states that Emetario Gonzalez paid her the next week in the form of a $100 bill. (6 RT 210:19-211:16) Cruz did not see Emetario give cash to any of the other workers. (7 RT 21:23-22:3) The company suspended Cruz on two occasions in 2012. (7 RT 16:17-20) First, I did not find credible the testimony regarding the cash payment from Emetario. Second, notwithstanding her testimony about counting the votes, I did not find persuasive evidence one way or the other as to whether this protest occurred before versus after the election. Of course, this latter point is moot if my credibility determination as to Cruz is otherwise left undisturbed.

Foreman Emetario Gonzalez Medina, who was witness # 100, started working at Gerawan in 1982, and became a foreman in 1987. (78 RT 9:17-25) Emetario indicated that Cruz worked in his crew in the grapes in 2013, and also worked in his crew a couple of years prior to that time. (78 RT 34:4-14) Emetario denied offering to pay Cruz for going to a Visalia protest. (78 RT 38:1-12) Emetario further denied encouraging her to go to the protest, and denied that Cruz had asked him for money. (78 RT 68:18-69:12) Emetario also denied that in 2013 he gave cash, or loaned money, to Cruz for any purpose. (78 RT 131:14-22) On this specific subject, I credit the testimony of Emertario, but not that of Cruz.

8. Direct Hire Crew of Jose Octavio Jaimes

Two worker witnesses testified with respect to assistance in the crew of Jose Octavio Jaimes. These workers were Elias Hernandez and Adolfo Medina. Foreman Jose Octavio Jaimes was also called as a witness. I mostly found all three of these witnesses to be credible and found that their testimony, while slightly divergent, could be mostly reconciled as compatible.

Elias Hernandez, who was witness # 47, worked for Gerawan from 2010 through 2014. (22 RT 150:21-151:4) In 2013, the foreman for his crew was Jose Jaimes. (22 RT 151:11-24) One day, Hernandez saw a worker, Rolando, blocking the entrance, saying that the workers could not enter. (22 RT 153:14-16) Hernandez did not recall Rolando's last name, but did recall that Rolando's brother was a foreman. (22 RT 153:17-23) Hernandez indicated that Rolando's car, a red Honda, was blocking the entrance, as were some wooden stakes. (22 RT 154:25-155:24) In Rolando Padilla's later testimony, Rolando indicated that he had a four-cylinder Honda Accord. (65 RT 79:18-21) Hernandez indicated that his brother inquired with Jaimes as to what was going on. (22 RT 157:20-22) While hearsay is often admissible if bolstered by other evidence, in this instance, I found more persuasive Jaimes direct testimony than any recollection by Hernandez as to what his brother may have said. Hernandez states that later Jaimes told workers that they could go to the protest or go home. (22 RT 157:23-158:10) Hernandez also remembered another date, prior to the election, when Evelyn Fragosa came to his

crew during work time and delivered an anti-union message. (22 RT 163:16-165:14 and 22 RT 166:15-20)

Adolfo Medina, who was witness # 68, worked for Gerawan for multiple years. (38 RT 76:24-77:6 and 38 RT 94:23-95:1) In 2013, Medina exclusively worked in the crew of Jose Jaimes. (38 RT 77:16-18) Jaimes also sometimes served as Medina's ride provider. (38 RT 78:8-15) On one occasion between September and November, at approximately 4:00 p.m., Jaimes took his passengers to a protest at the intersection of Highway 145 and Central Avenue. (38 RT 79:14-82:7) Medina, who seemed very nervous on the stand, indicated that he saw women at the protest gathering signatures to support the decertification effort. (38 RT 80:23-81:20) After about thirty or forty minutes, Medina then called Jaimes to say that he was hungry. (38 RT 82:9-13) Five or ten minutes later, Jaimes swung by in his brown van and picked up the workers from the protest. (38 RT 82:13-14) Medina admitted that he had been suspended by the company in August 2014. (38 RT 103:12-25)

Jose Octavio Jaimes, who was witness # 125, started working for Gerawan as a crew boss in approximately 2000 and continued to hold that position in 2013. (100 RT 167:20-168:8) On the day of the work blockage, Jaimes was driving a Gerawan van and saw the entrance where you get the tractors blocked by two cars. (100 RT 176:4-23) Jaimes could not remember for sure whether or not Adolfo Medina worked that day. (100 RT 188:18-189:2) Jaimes also remembered a day when three of his male workers individually asked to leave work early to attend a

protest in Visalia. (101 RT 16:2-17:7 and 101 RT 52:8-13) Jaimes allowed the workers to go, telling them to put away their ladder and shears. (101 RT 18:15-23 and 101 RT 48:6-16) While the workers did not tell Jaimes what the protest was about, he knew that it was likely related to the union decertification because he was familiar with several earlier protests in that regard. (101 RT 52:14-54:4) Jaimes denied seeing Elias Hernandez or his brother on the day of the work blockage. (101 RT 19:5-22) With respect to the testimony of Adofo Medina, Jaimes did concede that there was a day, at the end of the work day at approximately 4:00 p.m., where some of his passengers (other than Medina) asked to be dropped off at Highway 145 and Central Avenue, where a protest was occurring. (101 RT 21:24-22:9) It certainly is possible that these other workers spoke to Jaimes outside of the presence of Medina. According to foreman Jaimes, Medina got out with the other workers. (101 RT 22:10-12) This protest occurred at an earlier date in the year than the work blockage. (101 RT 23:1-5) Consistent with the testimony from Hernandez, Jaimes did remember a woman visiting her crew who was a former union employee in October or November 2013, but stayed about fifty feet away when she spoke. (101 RT 42:24-43:14)

9. Direct Hire Crew of Eugenio Lopez Sanchez

Two worker witnesses testified with respect to assistance in the crew of Eugenio Lopez. These workers were Alberto Bermejo and Jesus Alacron Urzua. Foreman Eugenio Lopez Sanchez was also called as a witness. I did not find any of

these three witnesses to be highly credible. As a consequence, I did not find any evidence of assistance on the part of foreman Eugenio Lopez Sanchez.

Alberto Bermejo, who was witness # 4, worked for Gerawan from 2011 through 2014. (5 RT 78:18-21) In 2013, Bermejo's foreman was Alfredo Zarate. (5 RT 79:13-15) Please note that when the transcript refers to Bermejo discussing Martin Allesandro, that this actually refers to Martin Elizondo. On the day of the work blockage, Bermejo saw a crew boss at the intersection of Highway 145 and Central Avenue where the protesters were gathered. (5 RT 159:18-21) The foreman at the protest was Eugenio Lopez Sanchez, who is sometimes known by the nickname of "El Amigaso", which means close friend. (5 RT 159:22-160:19)

Jesus Alacron Urzua, who was witness # 25, worked for Gerawan in 2012 and 2013. (15 RT 110:21-111:4) In 2013, Urzua worked in the crew of foreman Eugenio Lopez Sanchez. (15 RT 112:8-10) Urzua testified that he heard Eugenio and his brother Alvino, a regular worker in the crew, talking with each other and saying bad things about the union. (15 RT 114:14-115:4) I am skeptical of this testimony because Urzua conceded that he was about thirty-five feet away from the two brothers when they were talking. (15 RT 116:13-22 and 15 RT 125:19-20) On another occasion, Urzua recalls Eugenio telling him and one of Eugenio's brothers to stop arguing about the union. (15 RT 117:1-18) Urzua also remembered one occasion when Silvia Lopez came to his crew to collect signatures and brought her son along. (15 RT 140:10-18 and 15 RT 146:23-24) Urzua described the son as being the approximate age of a "student" and Silvia said she brought him along so

that he could see what his mother was doing. (15 RT 140:16-18) I do credit this portion of Urzua's testimony. Silvia Lopez also conceded that she did take her seventeen years-old son, Roman, on company property on one occasion. (46 RT 31:5-32:9 and 46 RT 48:17-19) Silvia stated that she took her son to work that day so that she could get him a tri-tip sandwich at a nearby place that he liked. (46 RT 48:12-15) The company's employee manual prohibits bringing children or non-employed family members on to the property. (Exhibit GCX-47, bates # 0008552, and exhibit R-13). Urzua indicated that they were in eyeshot of Eugenio Lopez, who is not related to Silvia. (15 RT 141:10-13 and 97 RT 159:23-160:3) There was no evidence presented that disciplinary action was ever taken against Silvia Lopez or any of the other signature gatherers for bringing a minor child to work. However the Respondent's counsel elicited persuasive testimony showing that in 2012 another worker was in fact suspended for a full week for bringing a minor to work. (9 RT 194:3-18)

Eugenio Lopez Sanchez, who was witness # 121, began working for Gerawan in 1988, and has been a foreman for the past dozen years. (97 RT 133:10-17) In 2013, Eugenio had several relatives who worked in his crew, including brothers Alvino and Esteban, and nephews Javier and Adolfo. (97 RT 138:1-11) Both of his brothers are tractor drivers for the crew. (97 RT 143:13-16) Eugenio summarily denied making any comments about the union, allowing any worker, including his brothers, to insult a colleague, and knowing the identity of Silvia Lopez back in 2013. (97 RT 157:25-160:17) Eugenio did say that he may have heard

workers talking about Silvia when he was "going by in [his] car". (98 RT 33:17-34:14) Eugenio did recall seeing Urzua wearing a UFW t-shirt toward the end of 2013. (97 RT 168:7-9) Eugenio denied that Urzua told him that Eugenio's brothers made fun of his support for the union. (97 RT 168:20-23) Eugenio even denied knowing whether his own brothers supported or opposed the union. (98 RT 75:25-76:6) At the time of the work blockage, Eugenio denied knowing that it had anything to do with the unionization issue. (98 RT 6:21-24) Eugenio states that he did not call a supervisor to ask what was happening. (98 RT 25:16-21) Eugenio also states that when he ate lunch on the day of the blockage with several other foremen, none of them talked about what was happening that day. (98 RT 78:15-79:17)

10. Direct Hire Crew of Francisco Maldonado Chavez

Three worker witnesses testified with respect to assistance in the crew of Francisco Maldonado Chavez. These workers were Eleazar Mulato, Rafael Marquez, and Salvador Perez Rangel. Foreman Francisco Maldonado Chavez was also called as a witness.

Eleazar Mulato, who was witness # 10, worked for Gerawan during 2010 through 2013. (8 RT 190:3-191:3) At all pertinent times, his crew boss was Francisco Maldonado Chavez. (8 RT 190:15-25) Mulato indicated that his crew was all-male. (9 RT 10:13-20 and 82 RT 89:17-19) The company sent Mulato a letter in the mail which, in Spanish, talked about the union. (8 RT 194:9-196:24, 8 RT 212:8-10, and Exhibit GCX-2) In total, Mulato recalled receiving approximately seven such letters from the company. (8 RT 217:23-218:6) Mulato recalled an

instance when the union topic came up with his foreman when Mulato was receiving a morning ride to work in Maldonado's Chevrolet Suburban. (8 RT 219:1-19) The other passengers in the vehicle were also members of his crew, but Mulato thought the other workers were sleeping in the car. (8 RT 220:11-17) Mulato testified that Maldonado asked him about the union, and that Mulato responded positively about it. (8 RT 219:20-25) Mulato stated that Maldonado then told him that Ray Gerawan would cut down all of the trees if the union came into the company. (8 RT 220:1-10) Mulato indicated that he participated in the union-company negotiations. (8 RT 220:21-222:16)

The first time that Mulato heard a woman gather anti-union signatures in his crew, he neither talked to her nor saw her. (9 RT 14:5-16:3) This testimony was too limited to be verified or tested. Nor did I find persuasive the hearsay evidence as to this occurrence. (9 RT 16:4-17:3) The second time that Mulato heard a women gather anti-union signatures in his crew, he also did not see her. (9 RT 17:18-21) Mulato heard the woman talking to a co-worker, Alejandro, and then he heard co-worker Rafael Marquez join the conversation. (9 RT 17:30-21:7) Mulato testified that the woman told Marquez that if the workers did not sign the petition the company would cut down the trees and the workers would no longer have jobs. (9 RT 21:10-13) Mulato states that he heard Marquez ask the woman for her name, and that she responded by asking why he wanted to know. (9 RT 21:20-22:5) This subject matter was further addressed by witness Rafael Marquez, as noted below.

Mulato states that on one occasion in 2013, he asked Maldonado for permission to collect signatures during work hours. (9 RT 25:12-19) Foreman Maldonado denied Mulato's request. (9 RT 26:1-27:21) Given the context, it was logical for Maldonado to conclude that Mulato was asking collect signatures related to the union issue. I credited Mulato's testimony on this subject. I do assume that Mulato's request was a purposeful attempt to try to show that the company would treat union supporters differently than decertification proponents.

Mulato explained that in past years, the company had given away some free fruit, although some was over-ripe. (9 RT 28:1-33:9) In the past years, the unattended fruit was put in large bins and the workers had to bring their own bags and pick through the fruit of varying qualities like "chickens". (9 RT 32:1-33:9) There were no shade coverings or free beverages in the past years. (9 RT 32:9-24) In 2013, Mulato indicated that the fruit was of nicer quality and presentation, free bags and beverages were provided, and the area was shaded. (9 RT 33:19-36:3)

Prior to the work blockage, Mulato did not move any tractors. (9 RT 123:22-24) At one point, several hours after the blockage was initiated, Mulato sat on a tractor for a few minutes to try to get a better view of where the entrance was blocked. (9 RT 125:6-9) At the time, foreman Francisco Maldonado was about one hundred feet away. (9 RT 82:21-25) Nothing stopped Maldonado from immediately moving the tractor. (81 RT 131:1-4)

I find that Mulato had absolutely nothing to do with the early morning work blockage. The work blockage was done solely by anti-union workers. While

falsely denying it during investigative interviews, at the hearing and under oath, the decertification proponents readily and repeatedly admitted that they were solely responsible for the blockage, and it is disingenuous for any party to suggest otherwise. Indeed, I find that the decertification proponents initiated the blockage primarily because they were convinced that this was their only hope to timely gather the signatures that they needed after the Regional Director dismissed their first decertification petition. There was no credible evidence that the company assisted the Petitioner with respect to the work blockage, although it was immediately and readily apparent to the company foremen and supervisors, upon arriving to work that day, that it was the solely the anti-union workers who blocked the entrances, thus denying all workers the opportunity to do their jobs and receive ordinary wages that day.

Rafael Marquez, who was witness # 20, worked for Gerawan from 2011 to the present. (13 RT 80:15-19) From 2011 to 2013, Marquez worked in the crew of foreman Francisco Maldonado. (13 RT 81:14-16) Similar to Mulato, Rafael Marquez recalls a female worker approaching Alejandro Perez. (13 RT 102:6-9) But unlike Mulato who described this occurring during work time, Marquez described it taking place during a break. (13 RT 102:10-11) I credit that testimony. Marquez then spoke with the signature gatherer and indicated his support for the union. (13 RT 105:6-11) Marquez indicated that the worker soliciting signatures did not leave until at least ten minutes past the end of the break. (13 RT 108:7-14) Marquez recalled that on this day, foreman Francisco Maldonado was out and his

brother Daniel Maldonado had been left in charge. (13 RT 102:25-103:3) I credit this portion of Rafael's testimony, but there was not sufficient evidence to demonstrate one way or the other whether or not Daniel Maldonado overheard the conversation. None of the parties called Daniel Maldonado as a witness.

Marquez also indicated that in December 2012, foreman Francisco Maldonado told him that the union would take sixty dollars from each worker. (13 RT 90:12-18) Marquez also testified that, in December 2012, Maldonado told him that he had heard Supervisor Antonio Franco say that "the union could pass under his balls". (13 RT 90:20-91:19) I am not crediting this hearsay statement and could not even weigh its importance without knowing further context. Moreover, none of the parties called Supervisor Antonio Franco as a witness.

Marquez testified that he asked foreman Francisco Maldonado for permission to collect signatures so that they can have a contract. (13 RT 139:2-17) Juan Cruz was also present. (13 RT 139:23-25) Maldonado told Marquez that he could collect signatures during break time but not during work time. (13 RT 139:18-20)

On the day of the work blockage, Marquez eventually went to Highway 145 and Central Avenue to support the union. (13 RT 162:9-25) One worker threatened to beat him up. (13 RT 163:8-11) Marquez was also pushed by a decertification supporter, but he was not hurt. (13 RT 163:1-5 and 13 RT 223:18-224:7)

Salvador Perez Rangel, who was witness # 46, worked for Gerawan during 2008 to 2013. (22 RT 118:15-19) Perez worked in the crew of Francisco Maldonado. (22 RT 119:1-8) Perez recalled an occasion when Silvia Lopez came to his crew to solicit signatures at lunch time. (22 RT 121:11-17) Silvia Lopez came with another woman and a young girl who appeared to be six or seven years old. (22 RT 120:10-121:6)

Perez also recalled riding in Francisco Maldonado's car on the morning of the work blockage. (22 RT 129:16-130:2) Maldonado received two phone calls. (22 RT 130:3-131:7) After the first call, Maldonado told the people in the car that the union had closed the work entrance. (22 RT 130:15-18) After the second call, Maldonado told the people in the car that it was people of the company who had closed the entrances. (22 RT 130:22-131:7)

Francisco Maldonado Chavez, who was witness # 104, has worked for Gerawan from 1996 to the present. (81 RT 88:17-89:6) Maldonado states that, in 2013, he did not know Silvia Lopez, nor did he know that she was gathering signatures. (81 RT 110:8-23) Maldonado confirmed the general recollection of Salvador Perez as to the two female signature-gatherers who had brought to the crew a very young girl. (81 RT 114:4-24) Maldonado states that he called the office to let them know that the women had brought a child to the field, but by the time someone from the office came by, the two well-dressed women and the young girl had already left. (81 RT 114:25-116:1 and 82 RT 83:9-14)

Maldonado also confirmed that he told Marquez and Mulato that they could collect signatures at lunch time, but did not approve it for during working hours. (82 RT 19:3-12) Maldonado denied telling Mulato that if the union came in, Ray Gerawan would cut down all of the trees. (82 RT 17:24-18:16) I credited Maldonado's recollection on that topic. Maldonado denied ever telling Marquez that the union would take sixty dollars per month from the workers. (82 RT 22:20-23:1) By some point in 2013, Maldonado knew that Marquez was a strong supporter of the union. (82 RT 51:4-6) But even in 2012, I find it unlikely that Maldonado made that comment to Marquez. Maldonado remembered giving Perez rides to work during part of 2013, but he did not recall giving Perez a ride to work on the date of the work blockage. (81 RT 122:3-25 and 82 RT 64:5-11) In this instance, I will credit Maldonado. There was some implication that Maldonado may have stopped giving rides at some point to Mulato and Perez. If so, that would have likely occurred prior to the time of the work blockage.

11. Direct Hire Crew of Sonia Ynez Martinez

Three worker witnesses testified with respect to assistance in the crew of Sonia Ynez Martinez. These workers were Marina Cruz, Fidel Garcia Ortega, and Areli Sanchez Fierros. Crew boss Sonia Ynez Martinez was also called as a witness.

Marina Cruz, who was witness # 6, worked for Gerawan from 1997 to 2013. (6 RT 109:1-10) As discussed earlier, I completely discredited the testimony of Cruz regarding the cash payment that she allegedly received from foreman Emetario Gonzalez Medina. I also discredited her testimony where she purportedly

remembered seeing foreman Benigno Gonzalez Medina at a Sacramento protest. Here, Cruz testified that she saw crew boss Sonia Ynez Martinez received a decertification petition from worker Virgina Chairez and passed it around to her crew for signatures. (6 RT 172:2-18) Cruz states that the petition was circulated shortly after the work day had started, and just after Martinez had conducted a morning class on avoiding heat stroke. (6 RT 162:23-163:16 and RT 169:17-19) The transcript is replete with palpable references to worker Virginia Chairez collecting decertification signatures during non-work time. None of the parties called Chairez as a witness. Nonetheless, I completed discredited the testimony of Marina Cruz on this subject. It is not that I think Cruz confused a training class paper with the decertification petition. Rather, I completed discredited the testimony of Marina Cruz because the remainder of the testimony on a variety of other subjects rang so false.

Fidel Garcia Ortega, who was witness # 45, worked for Gerawan during 2004 to 2013. (22 RT 94:18-20) In 2013, the crew boss for Ortega was Sonia Ynez Martinez. (22 RT 96:6-7) Ortega recalled Martinez telling workers during a training class that she would come by later with a paper for workers to sign. (22 RT 98:5-19) Garcia was only able to recall her saying that the paper was for signing if a worker was in favor of the company. (22 RT 98:5-14 and 22 RT 100:9-19) Martinez then asked Ortega to sign a blank piece of paper. (22 RT 99:15-100:23)

For the past fourteen years, Areli Sanchez Fierros, who was witness # 75, worked for Gerawan. (42 RT 160:10-19) I previously discussed some of her mostly credible testimony with respect to one of the bus rides to Sacramento. In 2013, Sanchez worked in the crew Sonia Ynez Martinez. (42 RT 160:20-21) Sanchez indicated that she did not see anyone in her crew collect signatures during work time. (43 RT 24:4-5) Sanchez, who collected signatures to get rid of the union, recalled going to a protest at the Visalia Regional Office where staff posted a sign that said "no public restrooms". (43 RT 28:16-25) Sanchez also recalled that the company sometimes gave workers free coffee and bread, and also sometimes free pizza if the workers were there late at night. (43 RT 73:2-10)

Sonia Ynez Martinez, who was witness # 102, has been employed by Gerawan for the past seven years. (79 RT 100:6-7) In 2010, Martinez became a crew boss. (80 RT 155:7-9) I conclude that Martinez was exaggerating when she stated that during one month the UFW visited her crew on every single day at lunch time. (79 RT 113:12-23) Martinez testified that the visits bothered her because she could not eat her lunch in peace, but rather had to separate herself from the workers if the union visited. (79 RT 114:5-12) Martinez denied ever having members of her crew sign a document related to the union. (79 RT 125:6-21 and 79 RT 128:10-22) She did have crew members sign papers related to safety training sessions. (79 RT 125:22-126:4)

On the day of the work blockage, Martinez and six to eight crew members were able to reach the block at which they were scheduled to work, but

they were unable to work due to the absence of bathrooms and water. (79 RT 133:17-135:5) Martinez informed the office that she and some of the workers were able to reach the work site. (80 RT 134:23-135:22 and 80 RT 138:15-139:1) Martinez did not recall Dan Gerawan or his wife meeting with her crew in previous years, but in 2013, she recalls at least one of the two visiting her crew on a monthly basis. (79 RT 115:22-119:19 and 80 RT 59:7-60:24) Martinez has known worker Virginia Chairez for five or six years, but she denied having any conversations with Chairez in 2013, other than morning salutations. (80 RT 86:15-16, 80 RT 70:4-71:6 and 80 RT 88:14-20) Martinez testified that she saw papers being passed out, and that the people bringing the papers had pens, but that she did not see any actual signing. (80 RT 110:3-9)

Having discredited the testimony by Marina Cruz, and taking into account the brevity and lack of specificity as to the testimony of Fidel Garcia Ortega, I find that it was not established that crew boss Martinez solicited signatures for the decertification petition. This finding is corroborated by the testimony of Areli Sanchez Fierros.

12. Direct Hire Crew of Gloria Mendez

Seven worker witnesses testified with respect to assistance in the crew of Gloria Mendez. These workers were Alma Delia Patiño, Severiano Salas, Gerardo Giñez, Reina Ibañez, Fermin Lopez, Maria Hinojoa de Lopez, and Gabriel Suarez. Crew boss Gloria Mendez was also called as a witness.

Alma Delia Patiño, who was witness # 8, worked for Gerawan from 2007 to 2014. (7 RT 205:9-20) In 2013, Patiño worked in the crew of Gloria Mendez. (7 RT 206:20-21 and 7 RT 207:23-208:5) Her husband, Severiano Salas, also worked in that crew. (7 RT 209:25-210:4 and 8 RT 83:17-84:17) He worked for Gerawan from 1999 to 2013. (8 RT 82:6-20) Patiño recalls during work hours a co-worker from her crew, Erika Solano[31], asking her to sign a decertification petition. (7 RT 218:20-23) Specifically, Patiño recalled them being asked for signatures between 11:00 a.m. and noon, and Salas testified that Solano asked them for signatures at approximately 11:00 a.m. (7 RT 221:1-7 and 8 RT 86:14-18) Patiño told Solano that the two of them could go and check with her husband, who was about eight to twenty feet away. (7 RT 212:4-13 and 7 RT 218:24-219:8) Salas indicated that they would not sign the petition at the moment and Solano responded that it was fine. (7 RT 219:17-20)

Severiano Salas[32], who was witness # 9, essentially corroborated the testimony of his wife, Patiño. (8 RT 85:23-96:1) Salas testified that crew boss Martinez was approximately three to five rows of peach trees away when he spoke with Solano, and that Martinez was looking in a direction perpendicular to his

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[31] There is no evidence that Erika Solano is related to the Petitioner or her daughter, Belen Elsa Solano Lopez. (95 RT 61:13-23)

[32] In her testimony, Gloria Mendez noted that on at least one occasion in 2013, she had Salas take a small part of the crew with him when the crew members needed to be split up. (90 RT 99:19-100:7) So presumably, in Gloria's eyes, Salas was a trusted member of the crew.

location. (8 RT 96:14-99:7) Patiño also recalled crew boss Martinez at a distance of approximately three to five rows of peach trees. (7 RT 225:4-226:5 and 8 RT 69:2-8) Patiño estimated the distance from row to row (tree trunk to tree trunk) as being twelve feet. (8 RT 66:22-68:20)

Gerardo Giñez, who was witness # 11, worked for Gerawan from approximately 2007 to 2013. (9 RT 212:12-17) He recalled a day when two women asked for his signature during work time at around 11:00 a.m. (9 RT 224:8-18) Giñez did not know the name of either of the women. (9 RT 225:19-25) The women did not explain the purpose of the signature, so he declined to sign. (9 RT 224:11-13) Giñez later heard comments from co-workers that the signatures were to oppose the union. (9 RT 225:12-18) Giñez also recalled an incident from a day when he was working in a different crew washing trays. (9 RT 216:4-24) When Giñez was washing trays, he worked an evening shift. (9 RT 213:2-15) On one evening, Giñez recalls a person named Julio, who he believed was in charge of packing the grapes, telling him that they were going to close up the yard entrances so that the morning workers could not enter. (9 RT 218:3-15) As a result, Giñez would need to leave using an alternative route. (9 RT 218:10-12 and 9 RT 220:18-22)

Reina Ibañez, who was witness # 14, worked for Gerawan from approximately 2009 to 2013. (11 RT 63:6-14) Ibañez is the sister of Gerardo Giñez, who was witness # 11. (11 RT 139:19-140:6) Reina's crew boss was Gloria Mendez. (11 RT 63:15-17) Gloria's husband worked in their crew. (11 RT 111:8-10) Similar to Patiño and Salas, Ibañez described Erika Solano soliciting

decertification petition signatures during work hours. (11 RT 141:2-142:12) Ibañez also described an occasion when co-worker Martha Rojas[33] encouraged workers to leave in the middle of the afternoon to go to a Fresno protest at the courthouse. (11 RT 93:5-93:22) After the workers returned to work at 5:30 p.m., the company gave all of the workers free tacos and pizza, whether they had stayed and worked or if they had left to go to the protest. (11 RT 99:6-22 and 11 RT 100:20-23)

Ibañez also addressed two other topics where I discredited her testimony. First, Ibañez recalled Mendez making negative comments about the union. (11 RT 120:11-121:19) Second, Ibañez recalled seeing Mendez and Rojas discuss paperwork that was later given to Erika Solano. (11 RT 127:6-13) But Ibañez was more than fifty feet away from the pair when this conversation took place. (11 RT 127:18-128:12)

Fermin Lopez, who was witness # 60, worked for Gerawan from approximately 1993 to 2013. (34 RT 146:9-16) In October 2012, Fermin Lopez recalled crew boss Martinez making negative comments about the union and its plans to take three percent of the workers' money. (34 RT 154:1-11) However, Lopez later indicated that Martinez did not make those comments directly to him.

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[33] Martha Rojas Rodriguez, who was witness # 85, worked for Gerawan from 1994 through 2013. (56 RT 120:23-121:3) She is the daughter of crew boss Candalario Rojas Gonzales, who was witness # 123, nicknamed "Calabazo". (56 RT 161:21-162:5, 99 RT 46:10-47:21 and 99 RT 79:17-19) Rojas works most of the year for crew boss Gloria Mendez. (56 RT 122:3-4 and 56 RT 171:1-5) Rojas explained her opposition to the union, in part, as that she is "not a little girl who needs someone to represent me." (56 RT 127:2-12)

(34 RT 154:14-16) Lopez also did not see Martinez make those comments to his wife, Patricia. (34 RT 154:17-155:5) Consequently, I found Fermin's testimony to be unreliable hearsay. On the day of the work blockage, Fermin Lopez eventually went to the protest to support the union. (34 RT 155:21-24) His wife also attended. (34 RT 155:25-156:1) They had a UFW flag outside their car when they drove by some of the anti-union protesters at shortly after noon. (34 RT 165:18-166:1) Fermin heard a rock hit the side of his car. (34 RT 166:2-10) While I believe Fermin's testimony that his car was hit by a rock near the protesters, there was no persuasive testimony as to the specific identity of the rock-thrower.

Maria Hinojosa de Lopez, who was witness # 71, worked for Gerawan from approximately 2001 to 2013. (39 RT 128:20-129:5) Hinojosa worked in the crew of Gloria Mendez in 2012 and 2013. (39 RT 130:15-22 and 39 RT 132:11-19) Hinojosa could not recall if she had heard of the UFW in 2012. (39 RT 134:4-5) The first time that Hinjosa heard about the UFW was in 2013 when the ALRB came to her workplace and spoke for about fifteen minutes. (39 RT 135:1-18) Hinojosa recalled during worktime in July 2013 owner Dan Gerawan and his wife speaking to her crew on one occasion. (39 RT 147:14-23) Dan Gerawan told the crew that the union had come in twenty years ago, that he did not know why they went away, and that now the union had returned. (39 RT 147:24-148:3) Hinojosa recalled the chronology of the two events to be that first the ALRB came to her crew and then afterward Dan Gerawan came to speak to them. (39 RT 148:4-16) Both of these visits were before September when she gathered signatures to support the

decertification effort. (39 RT 141:8-142:5) Hinojosa recalled the company providing free pizza twice in 2012 when the workers were there late at night packing grapes. (39 RT 179:1-4) She did not recall the company providing free coffee, bread or tacos in 2013. (39 RT 180:22-181:25) Hinojosa received a "no union" t-shirt before the election. (39 RT 189:20-190:4)

Gabriel Suarez, who was witness # 128, worked for Gerawan from approximately 2008 to 2014. (102 RT 145:3-5) His crew boss was Gloria Mendez. (102 RT 84:8-9) In 2013, Suarez was an assistant crew boss on those occasions when the crew was split up, but in 2014, he was only a regular worker and never assistant crew boss. (102 RT 130:21-131:19) In 2013, even when the crew was not split up, Suarez described himself as a supervisor or lead person for a subset of approximately fifteen workers. (102 RT 83:21-14, 102 RT 121:9-11 and 103 RT 185:12-186:10) There are no company documents which describe this arrangement and Suarez himself concedes that he was not paid any extra when the crew was together, only when the crew was more formally split up. (102 RT 120:1-4)

Suarez states that on the day of the work blockage, Mendez told him to take some workers to the protest. (102 RT 90:1-12) Suarez also testified that Mendez told him about the protest the day before, and that it was common knowledge. (102 RT 91:2-6) On the day of the blockage, Suarez then told some of the workers, perhaps as many as forty, that they needed to go and support the company. (102 RT 92:21-25 and 102 RT 96:1-6) On that day, the crew was not split, although, as discussed earlier, Suarez himself would characterize it as that he

had a sub-set of workers under his supervision. (102 RT 123:1-9) Suarez admitted that Jose Erevia had provided training for crew bosses and assistant crew bosses to stay uninvolved, but he felt obligated to comply with his immediate supervisor, Mendez. (102 RT 116:21-117:12 and 102 RT 164:13-20) Suarez admitted that he was very unhappy with Mendez for allowing workers to spread untrue rumors about him. (102 RT 129:23-130:1 and 103 RT 144:1-5)

I believe that Suarez was mostly sincere about feeling mistreated by the company, Mendez and his co-workers. But whether his feelings of persecution have a genuine basis or not, there were times when his testimony rang untrue. For example, Suarez denied owing a co-worker two hundred dollars, when no one had previously mentioned an amount in controversy. (103 RT 177:25-178:20) I find it more likely than not that Gabriel's feelings caused him to embellish his testimony. For that reason, I discredited all of his testimony.

Gloria Mendez, who was witness # 115, worked for Gerawan from approximately 1999 to 2014. (90 RT 96:12-22) From approximately 2004 to 2014, Mendez served as a crew boss. (90 RT 97:1-2 and 90 RT 162:14-16) Mendez has several relatives who worked in her crew, including her son, Luis Miguel Rodriguez, her daughter Anabelle Zavala, her father-in-law, Luis Zavala, and her niece, Maite Daza. (90 RT 97:9-19 and 90 RT 160:24-161:5) Mendez had two other nieces, Christina Torres and Gloria Torres, who worked in her crew in either 2012 and/or 2013. (90 RT 161:9-24) As a crew boss, Mendez can decide on her own to hire workers. (90 RT 175:15-17, 90 RT 176:18-21 and 90 RT 177:21-24) In 2013, her

assistant crew boss or helper was Gabriel Suarez. (90 RT 99:2-8 and 90 RT 111:2-4) There was a two month stretch when the crew was formally split and Suarez was in charge of a part of it. (90 RT 168:14-169:24) For this time period, the parties stipulated that Suarez was a statutory supervisor. (95 RT 29:7-12)

On the day of the work blockage, September 30, 2013, Mendez recalls seeing her whole crew at the blocked entrance chanting that they would not work. (90 RT 134:15-18, 90 RT 137:24-138:2 and 95 RT 64:17-23) Mendez told her supervisor that there was a car blocking the entrance, but did not mention the workers. (90 RT 189:23-190:3) After the workers left, Mendez went home, taking her son and father-in-law with her. (90 RT 138:20-139:7, 90 RT 140:22-24 and 90 RT 192:21-25) Mendez recalls a separate occasion, on October 25, 2013, when some of her workers began spontaneously chanting "let's go" and "we'll be right back". (90 RT 143:15-144:14 and 95 RT 7:20-21) Mendez concedes that she said nothing in response. (95 RT 7:22-25) Mendez also concedes that her supervisor was present. (95 RT 8:21-22) Then, the majority of her workers left from 10:30 a.m. until approximately noon. (90 RT 143:20-23 and 90 RT 144:15-21) Mendez later conceded that she might not have recalled the correct time that the workers left and departed. (95 RT 15:12-19, 95 RT 17:21-23 and 95 RT 62:12-64:3; see also Exhibit GCX-59, bates numbers 2141-2147)

Mendez denied ever seeing workers solicit signatures during work hours. (90 RT 149:5-10, 90 RT 151:1-4, 90 RT 154:21-155:3, and 90 RT 156:19-23) Mendez also denied telling Suarez about the work blockage a day in advance. (95

RT 50:25-51:3) Mendez recalled that on October 25, 2013 when the workers had left early and then came back was a day when the company gave free pizza and tacos to the workers in the evening. (90 RT 151:20-152:10 and 95 RT 23:22-24:2) The workers who had left mid-day were permitted to partake in the free pizza and tacos. (95 RT 26:14-24)

Having discredited all of the testimony from Suarez, along with a small portion of that from Ibañez and Lopez, I left with reconciling the remainder of the worker testimony with the general denials made by crew boss Mendez. Certainly, I am persuaded that worker Erika Solano did solicit decertification petition signatures during work time. This contention was persuasively made by Patiño, Salas and Ibañez. Given Salas' testimony that Mendez was looking perpendicular to the workers, and the general denial by Gloria herself, I do not find the evidence sufficient to conclude crew boss Mendez actually saw Solano gathering the signatures. I also believed Ibañez when she testified that worker Marta Rojas encouraged workers to go to the October 25, 2013 protest at the Fresno courthouse. Ibañez had a better memory of the time when this took place than did Mendez. Moreover, none of the parties elicited persuasive testimony from Rojas about this incident. I conclude that Mendez obviously saw the workers leaving *en masse*, in dereliction of typical protocol, and chose to do nothing. A higher ranking company supervisor was also present, and workers obviously interpreted the combined silence from supervisors as a message that they could leave with impunity to attend the mid-afternoon protest.

13. Direct Hire Crew of Francisco Mendoza

Three worker witnesses testified with respect to assistance in the crew of foreman Francisco Mendoza. These workers were Adela Castillo, Valerio Velazquez Lopez, and Leonidon Mendoza Morales. Crew boss Francisco Mendoza was not called as a witness by any of the parties.

Adela Castillo, who was witness # 12, worked for Gerawan for two months in 2013. (10 RT 82:7-83:21) She may have also worked for a couple days back in 2012. (10 RT 171:25-172:15) In 2013, Castillo's foreman was Francisco Mendoza. (10 RT 82:25-83:2) Castillo recalls a couple soliciting decertification petition signatures during work hours. (10 RT 95:4-21) Castillo did not know the name of either person. (10 RT 96:24-97:1) Castillo recalls that she was lifting buckets of peaches at the time. (10 RT 97:9-15 and 10 RT 164:16-21) Castillo recalls that the signature gatherers were not dressed in typical work clothes. (10 RT 103:6-104:18) After the two people spoke with her, they proceeded to the next row and began talking to other workers. (10 RT 107:2-12) Castillo did not hear the conversations between the two people and the workers in the next row, nor did she see anyone sign anything. (91 RT 108:13-15 and 10 RT 110:6-111:17) Castillo did not know the location of foreman Mendoza when this activity took place. (10 RT 115:21-116:1) Castillo recalled a second instance in October 2013 that occurred at the end of the lunch break. (10 RT 116:8-23) A man asked her to sign the decertification petition right before she went back to work. (10 RT 127:7-20) Castillo had seen this man before with a megaphone at a protest, but she did not

know his name. (10 RT 117:14-23) Castillo also recalled hearing that one reason that the company gave away certain fruit was because previously workers would take it and the company needed to have security check the worker's bags. (10 RT 163:2-17)

Valerio Velazquez Lopez, who was witness # 26, worked for Gerawan from 1999 to 2014, except for the years 2001 to 2006. (15 RT 203:8-15 and 15 RT 224:16-21) In 2013, Velazquez worked in the crew of Francisco Mendoza. (15 RT 204:4-8) Velasquez remembered three separate days when Sylvia Lopez asked him to sign a decertification petition. (15 RT 210:6-220:11) None of these three times were during work hours, but rather were either at the end of the day or at lunch time. (15 RT 209:14-17, 15 RT 210:24-25 and 15RT 218:11-19) When Velazquez refused to sign the petition, Lopez called him "ignorant". (15 RT 211:2-16) Velazquez also states that Lopez tied getting piece-rate wages to signing the petition, and that if workers did not sign, the vineyards would be replaced with almonds. (15 RT 218:23-219:14) There was no testimony that an owner or other statutory supervisor would have overheard these alleged threats. Velasquez noted that almond trees are less labor intensive than grape vineyards. (15 RT 219:25-220:3)

Leonidon Mendoza Morales, who was witness # 38, worked for Gerawan from 2008 to 2014. (20 RT 23:16-25) In 2013, Mendoza worked for crew bosses Francisco Mendoza and Mayte Serrano. (20 RT 24:16-17) Francisco Mendoza is Leonidon's uncle. (20 RT 25:12-17) Leonidon is not related to supervisor Jaime Mendoza. (20 RT 36:5-9) Leonidon served on the UFW's

negotiating committee. (20 RT 46:18-47:7) Leonidon recalled one occasion in October 2013 when Jose Erevia and Jaime Mendoza came to his crew with a chart showing that the company paid high wages and how much the union would take away. (20 RT 35:11-14 and 20 RT 36:21-37:18) Leonidon recalled a second occasion, perhaps three to four days after the earlier incident, when supervisor Oscar Garcia came to his crew with a woman whose name Leonidon could not recall. (20 RT 38:4-8 and 20 RT 35:18-20) Oscar urged the workers to support the company over the union and the woman made disparaging remarks about the union. (20 RT 38:24-39:13) I conclude that this woman was Labor Relations Institute consultant Evelyn Fragoso. Finally, Leonidon recalls a single day, November 1, 2013, when work was cancelled at approximately 7:00 a.m. that morning. (20 RT 25:21-25 and 20 RT 29:9-31:2) His crew had been scheduled to tie plastic to the grapevines. (20 RT 28:12-29:8) After the supervisor met with the two crew bosses on site, Francisco Mendoza advised his crew that there would be no work that day. (20 RT 29:17-32:4) Shortly thereafter, a woman told the workers that there would be a protest in Visalia and invited them to attend. (20 RT 32:23-25) Leonidon did not know the name of the woman, but believed that she was a non-supervisory worker. (20 RT 33:1-9 and 20 RT 43:13-18)

I credited all of the testimony of Adela Castillo. With respect to Velasquez, I credited all of the testimony, except for the part where Silvia Lopez allegedly stated that the vineyards might be replaced with almonds and regarding piece-rate wages. Leonidon Mendoza was a difficult witness to gauge the

credibility. Leonidon was very candid that he was a strong supporter of the union, and that he had served on the UFW's negotiating committee, so he certainly carries a strong pro-UFW bias. But I found all of his testimony about the two separate meetings in the fields, where Jose Erevia, Jaime Mendoza, and Oscar Garcia were present, respectively, to be credible. I also credit his testimony that the workers were invited to a Visalia protest on November 1, 2013, but I am not persuaded that his crew boss made any mention of the protest, especially given that Leonidon was likely known to his uncle as a strong union supporter.

14. Direct Hire Crew of Telesforo Mendoza

Jaime Montaño Dominguez was the only witness who testified with respect to Telesforo Mendoza. Crew boss Telesforo Mendoza was not called as a witness by any of the parties.

Jaime Montaño Dominguez, who was witness # 7, worked for Gerawan from approximately 2011 to 2014. (7 RT 45:14-17) Montaño was sometimes called by the nickname "Palmiero". (7 RT 105:24-106:1) In 2013, Montaño worked in the crews of Telesforo Mendoza and Jesus Padilla. (7 RT 46:18-47:5) He changed crews from Padilla to Mendoza after getting sick for three days. (7 RT 97:5-21) While he was technically assigned to Mendoza, Montaño was building structures for packing under the direction of "Julio". (7 RT 98:10-100:3) While he was working, Montaño recalls a woman coming and asking for his signature. (7 RT 101:15-112:4) Montano testified that the woman was Silvia Lopez. (7 RT 109:25-111:1) Montaño saw Lopez speak with Mendoza immediately before

she came to speak with him. (7 RT 104:15-105:21) After asking Montaño for his signature, he saw her ask two of his co-workers and then returned to Mendoza. (7 RT 107:16-108:5) Montaño testified that Mendoza came over and told him "not to be a fool," that he need to give his signature or the company "would go broke". (7 RT 111:10-23)

In the absence of any evidence refuting the recollection of Montaño, I credited his testimony as to his conversation with Telesforo Mendoza.

15. Direct Hire Crew of Leonel Nuñez Martinez

Two worker witnesses, Armando Flores Cruz and Rulber Gonzales, gave pertinent testimony with respect to the crew of foreperson Leonel Nuñez Martinez. Foreperson Nuñez also testified. While the testimony of Gonzales and Nuñez was quite different, it is nonetheless undisputed by either of them that foreperson Nuñez allowed worker Virginia Chairez to advocate for the decertification drive during work time.

Armando Flores Cruz, who was witness # 18, first worked for Gerawan in 2001. (12 RT 197:19-23) Flores worked for Gerawan in 2013, serving in the crew of foreman Leonel Nuñez. (12 RT 197:24-198:13) Flores recalled an occasion in October 2013 when a woman asked for his signature during work hours. (12 RT 199:23-200:7) Flores did not know the name of the woman. (12 RT 204:17-19) The woman told Flores that the signature related to the union taking three percent of the money from the workers' checks. (12 RT 202:3-10) Flores did not know the location of foreman Nuñez when the woman solicited his signature, although he did

see Nuñez and the woman exchange greetings shortly thereafter. (12 RT 206:22-209:13)

Rulber Gonzales, who was witness # 32, worked for Gerawan from 1997 to 2013. (17 RT 185:12-23 and 17 RT 223:22-224:1) On a day when Gonzales was in the crew of Nuñez, he saw Virginia Chairez come to the crew. (17 RT 190:1-7 and 17 RT 195:15-25) While the crew was working, Chairez asked Gonzales to sign the decertification petition. (17 RT 197:11-17) Chairez then asked approximately four other workers to sign the petition. (17 RT 198:1-23) Chairez then asked Nuñez to gather his crew, which he did. (17 RT 199:4-24) Gonzales then recalled that Nuñez said negative things about the union, and told the crew that if the union came in, the company could cut workers' hours or even go bankrupt. (17 RT 200:13-20) Chairez then passed a clipboard around to the workers for signatures. (17 RT 201:10-23) This meeting and the signing thereafter took place during work time. (17 RT 201:24-202:3) Nuñez was angry at the workers who did not sign the petitioners and threatened to fire the "gossipers". (17 RT 204:6-205:5)

Leonel Nuñez Martinez, who was witness # 106, worked for Gerawan from 1984 to 2015, and became a foreman in approximately 1991. (83 RT 89:9-24) Leonel's nickname is "El Tigre" or the "tiger". (84 RT 25:6-13) Leonel has a cousin, Ramiro Cruz, who is also a crew boss. (83 RT 101:1-9 and 84 RT 41:11-20) Leonel had two brothers who served in his crew as his helpers or assistants. (83 RT 98:8-24) Leonel also had a third brother, Gamaliel, in his crew. (84 RT 62:5-8) Leonel's son, Sergio, also worked in his crew, as did his nephew, Miguel. (83 RT

100:13-102:19, 84 RT 25:16-18 and 84 RT 62:9-14) When his crew did thinning and picking in the peaches, it typically had between thirty and thirty-eight workers. (83 RT 94:5-13) Nuñez recalled that his crew voted in the election. (83 RT 108:24-109:1) Nuñez recalled that the crew bosses had a meeting with Jose Erevia, "but not more than one month before the election." (83 RT 110:13-17) Nuñez later revised that estimate to six to eight weeks from when Jose Erevia first met with the crew bosses until the date of the election. (84 RT 92:9-15) Nuñez also recalled that the ALRB came to speak to his crew on a later date than Erevia. (83 RT 113:3-12)

During work time, Nuñez recalls Virginia Chairez coming and speaking to her crew. (83 RT 118:2-12 and 84 RT 94:1-6) Nuñez claims that he thought she was there on behalf of the company, but I do not find that credible as Nuñez concedes that he "gave her permission" and told Chairez to be "brief". (83 RT 118:17-19, 83 RT 124:21-24 and 84 RT 47:15-25) If Chairez was there at the director of a manager or supervisor, Nuñez would not have been granting her permission to speak nor telling her to be brief. (84 RT 103:1-4) While company "counters" (attendance people from the office) sometimes came to Leonel's crew to obtain signatures, they did not ever speak to the crew as a whole for several minutes. (83 RT 127:10-12) On cross-examination, Nuñez testified that he gave his crew the option of listening to Chairez, which also undermines his purported explanation. (84 RT 46:10-22 and 84 RT 100:5-21) Moreover, Nuñez had never seen Chairez work as a counter or a checker in the trees. (84 RT 39:12-15 and 84 RT 70:17-10) Nuñez walked away but could see Chairez talking to his crew. (83 RT 119:2-14) After

Chairez was done speaking, Nuñez could hear the workers talking about whether it was in their best interest to support the union or to support the company. (83 RT 120:10-25) Nuñez also saw Chairez obtaining signatures from some of his crew members. (83 RT 121:6-18) Nuñez and Chairez then exchanged "good-byes" and she left. (83 RT 121:23-122:2) Nuñez does not know if Chairez was ever disciplined for collecting signatures during work hours. (84 RT 97:20-23) At the time, Nuñez was very good friends with Rulber Gonzales, who worked in his crew on that particular day since Nuñez had an opening. (83 RT 130:21-131:25, 84 RT 27:12-28:18 and 84 RT 94:12-15)

I conclude that the most plausible scenario is that Nuñez did call the crew together as testified by Rulber Gonzales. Nuñez then turned control of the meeting over to Chairez and allowed her to solicit signatures from his crew during work time. While I do not credit Rulber Gonzales' specific statement that Nuñez suggested during the meeting that the union could lead to the company's bankruptcy, nor do I find Leonel Nuñez to be even slightly credible when Nuñez claimed that he altogether misunderstood the purpose of the visit from Chairez.

16. Direct Hire Crew of Jesus Padilla Martinez

Five worker witnesses, Jaime Montaño Dominguez, Feliciano Valdivia, Guadalupe Barajas, Cresencio Vargas Rendon, and Rolando Padilla, gave pertinent testimony with respect to the crew of foreperson Jesus Fernando Padilla Martinez. Foreperson Jesus Padilla also testified.

Jaime Montaño Dominguez, who was witness # 7, worked for Gerawan from 2011 to 2014. (7 RT 45:14-17) In 2013, Montaño worked in the crew of Jesus Padilla and also briefly in the crew of Telesforo Mendoza. (7 RT 47:1-5) Montaño testified that, in 2013, Jesus Padilla once asked him and two co-workers if they belonged to the union. (7 RT 48:6-23) Montaño testified that about half of the crew, or twelve out of twenty-five workers, were related to Jesus Padilla. (7 RT 50:14-25) Padilla had approximately four brothers and eight nephews working for him. (7 RT 51:1-52:4) One of the brothers of Jesus Padilla is named Rolando Padilla. (7 RT 55:5-10, 7 RT 68:19-24 and 7 RT 182:21-182:1) Montaño testified as to three times when Rolando Padilla returned late from his lunch break. (7 RT 57:4-13) In a couple of these instances, Rolando had sought decertification petition signatures from his crew and then left going toward a nearby crew. (7 RT 57:24-66:23 and 7 RT 73:10-74:23) Montaño testified that Jesus Padilla let him leave work early on two occasions, but told him that he would need approval from the office if he needed to leave early again. (7 RT 70:15-72:10) I credited all of the testimony of Jaime Montaño Dominguez.

Feliciano Valdivia, who was witness # 17, worked for Gerawan from March 2012 to 2014. (12 RT 59:5-60:7) In 2013, Valdivia worked in the crew of foreman Jesus Padilla. (12 RT 60:20-21 and 12 RT 61:7-21) There were approximately thirty-two workers in Padilla's crew. (12 RT 62:23-63:1) Among the workers in the crew were Jesus' brothers Rolando, Juan, Nathan and Beto. (12 RT 63:5-10) Rolando Padilla worked as a field worker similar to Valdivia. (12 RT

76:13-15) Valdivia indicated that Jesus Padilla showed strong favoritism toward crew workers who were his relatives. (12 RT 163:24-164:2) Valdivia testified that he saw Rolando Padilla leave to collect signatures on many days for an hour or an hour and a half. (12 RT 76:2-20 and 12 RT 83:7-15) Because Rolando Padilla took a yellow folder with him when he was gone for the longer time periods, Valdivia concludes that Rolando was out collecting decertification petition signatures. (12 RT 77:3-83:25) Valdivia testified that if he (Valdivia) had to leave early, Jesus Padilla would call the office, but if Rolando missed time, Jesus would not call the office. (12 RT 84:17-21)

Valdivida also described an incident where both Jesus Padilla and Rolando Padilla solicited a decertification petition signature from a co-worker, Lupe Avila. (12 RT 68:10-71:23) I found Feliciano Valdivia absolutely sincere in that he felt Jesus Padilla treated his family members better than the other crew members. However, Valdivia's strong feelings about Jesus Padilla gave me some reservation as to fully crediting his testimony. As a consequence, I am crediting Valdivia's testimony only to the extent that it corroborates Montaño's testimony. Thus, I find that Rolando Padilla did take approximately two or three slightly extended lunches, and that there is persuasive circumstantial evidence that Rolando collected signatures in those instances. I do not credit the remainder of Valdivia's testimony.

Guadalupe Barajas, who was witness # 63, worked for Gerawan from approximately 2009 to 2013. (36 RT 98:18-25) Barajas worked in the crew of foreman Jesus Padilla. (36 RT 99:18-19) Barajas testified that Rolando Padilla told

him that the union would not be coming to Gerawan because the company does not want it and that the union "head honcho" had "sold out to Gerawan". (36 RT 101:8-17) I credited this testimony from Barajas, but there is no evidence that foreman Jesus Padilla heard this conversation.

Cresencio Vargas Rendon, who was witness # 66, worked for Gerawan in 2013. (37 RT 95:10-25) Vargas worked in the crew of foreman Jesus Padilla. (37 RT 96:1-5) Vargas saw Rolando Padilla collect signatures from his crew both during the break and during work. (37 RT 99:1-20, 37 RT 115:3-18 and 37 RT 117:6-11) Vargas testified that Rolando told him that he would be going to other crews afterward. (37 RT 99:24-100:2) On multiple occasions, Vargas saw Rolando return back from lunch late. (37 RT 118:2-12) Rolando told him that he did not tell his brother what he did when he was gone late. (37 RT 148:8-12) Vargas also recalls Rolando repeatedly telling him that "we don't want the union here, we're the Padillas here". (37 RT 113:13-23) Prior to the decertification election, Rigoberto Padilla took Vargas to a protest in Visalia. (37 RT 124:1-13 and 37 RT 141:10-12) Rigoberto is Jesus Padilla's son. (37 RT 124:12-13) Rolando had told Vargas about the protest earlier in the morning and Jesus Padilla told workers that they could either go or stay and work. (37 RT 124:14-125:8 and 37 RT 125:21-126:4) Jesus Padilla told Vargas that he had to go and that Rigoberto would drive him. (37 RT 127:1-10 and 37 RT 138:12-16) Rigoberto drove Jesus Padilla's minivan to the protest. (37 RT 201:15-17 and 37 RT 213:12-215:7) Like Valdivia, Vargas sincerely felt that Jesus Padilla treated his family members better than other crew

members. (37 RT 159:1-5) Additionally, I found that Vargas did not have a good memory for details like dates. For example, Vargas first described the Visalia protest that he attended as in August 2013. (37 RT 124:4-5) Later in his testimony, Vargas described that same protest as being twenty days before the election. (37 RT 141:13-18) Vargas also described the ALRB Visalia office as being the union's office. (37 RT 139:12-17) As a consequence, I am crediting Vargas' testimony only to the extent that it corroborates Montaño's testimony.

Rolando Padilla, who was witness # 83, worked for Gerawan from 2001 to 2014. (55 RT 93:2-5) Rolando has always worked in the crew of foreman Jesus Padilla. (55 RT 94:21-95:10 and 65 RT 40:17-21) At the beginning of 2013, his crew had thirty-six to forty workers. (55 RT 98:18-21) Jesus Padilla is his brother. (65 RT 40:11-16) Rolando claimed that in 2013, he did not spend any days off with his brother, other than on holidays. (65 RT 91:6-18) Rolando had other brothers who were workers in the crew including Arnulfo Juan Padilla, Edelberto ("Beto") Padilla and Enrique Padilla. (65 RT 85:18-87:11 and 65 RT 115:9-19) Rolando is also related to Rigoberto Padilla, who worked in his crew. (65 RT 87:12-24) Rigoberto is Jesus Padilla's son. (65 RT 106:22-25) Rolando stated that he could not recall the names of his cousins that worked in his crew. (65 RT 92:3-9)

Rolando explained that he did not want to give money to the union and that he did not even want to give money in church. (55 RT 96:1-7) Rolando testified that he heard from his coworkers that they were afraid that if the union comes in, the company would go bankrupt and the workers would lose their jobs.

(55 RT 100:1-11 and 65 113:13-114:5) The first time that Rolando heard or saw about collecting decertification petition signatures when was the ALRB visited his crew. (55 RT 104:6-105:21) Rolando states that he gathered signatures on approximately fifteen different days. (55 RT 109:3-6 and 65 RT 13:9-13) Rolando explained how he had sued a person in his crew, Fidel Lopez, affiliated with the UFW. (55 RT 114:24-115:23, 55 RT 116:14-16 and 65 RT 73:7-74:14) Rolando testified that Lopez told him the "President of the Union had already paid two black men to [kill him]" and that "they had contacts with very dangerous people in Mexico". (65 RT 73:22-74:1) Rolando's attorney was Paul Bauer. (65 RT 71:1-5) Rolando obtained Paul Bauer's name from Silvia Lopez. (65 RT 103:7-16) Rolando alleged that he could not recall whether or not he began gathering signatures before or after meeting attorney Paul Bauer. (65 RT 72:1-8)

On the day of the work blockage, Rolando saw perhaps eighty to ninety percent of the field workers in attendance, perhaps two thousand or more people. (65 RT 24:21-25:9) He was there from approximately 7:00 a.m. to 3:00 p.m. (65 RT 27:2-28:15) He saw people gathering signatures at the protest that day, although he could not remember whether he himself collected any signatures on that date. (65 RT 83:2-18)

When asked about Montaño recollection that Rolando sometimes returned late from his lunch break, Rolando alleged that Montaño likes to drink, is a bad worker, and that "all of what he says is totally false and wrong". (65 RT 53:19-

54:14) Rolando also claimed that Valdivia was friends with the person that Rolando had sued. (65 RT 63:1-11)

As I noted earlier in this decision, Rolando denied knowing that any of his colleagues had blocked Gerawan entrances despite that Rolando's car itself was blocking one of the entrances. (65 RT 122:18-123:11) Rolando sought to explain that his car just "suddenly died" in that particular spot, coincidentally happening to block a work entrance, with no advance difficulty to him. (65 RT 66:9-23, 65 RT 78:18-79:21, 65 RT 93:15-22 and 65 RT 123:16-125:9) Instead, I credit the testimony of witness #1, Gustavo Vallejo, who states that he saw worker Rolando Padilla block an entrance with his car and with ladders. (2 RT 36:7-36:18) Vallejo states that Rolando Padilla told him that he was blocking the entrance because they were going to have a strike. (2 RT 37:2-5)

Moreover, Rolando was clearly lying when he discussed his travel to Sacramento with other workers, claiming that it was "totally false" that owner Dan Gerawan was there at all. (65 RT 76:1-5) Rolando indicated that Dan Gerawan would be lying if he said that he called Rolando and invited him to go to Sacramento. (65 RT 105:6-10) Rolando extended his deception further by testifying that that it was possible that he went to Sacramento and coincidentally ran into Dan Gerawan and his wife while "walking down the street". (65 RT 118:1-13) I concluded that Rolando frequently lied during his testimony and discredited all of it.

Jesus Fernando Padilla Martinez, who was witness # 105, worked for Gerawan from 1988 to 2014. (82 RT 95:21-96:10) Jesus has been a crew boss since

1998. (82 RT 96:13-14) His crew size when working in the trees was typically thirty to forty workers. (82 RT 101:24-102:9) Jesus had at least eleven relatives in his crew. (83 RT 80:25-81:13) The crew size might double when the crew was assigned to the grapes. (82 RT 102:11-103:3) Jesus denied ever discussing the union with his wife, son or brothers. (82 RT 120:24-121:13) Jesus had multiple meetings with Jose Erevia, and also a meeting with ALRB staff, in which he learned about the decertification issue. (82 RT 113:15-117:10)

Jesus knew that his brother Rolando opposed the union because Jesus was aware of a dispute between Rolando and another worker. (83 RT 48:23-49:18) Jesus conceded seeing Rolando collect signatures during a lunch break, but indicated that he did not know the purpose of that signature gathering. (83 RT 52:23-53:4)

When Jesus arrived on the morning of the work blockage, he saw approximately twenty workers blocking a field entrance. (82 RT 128:20-129:25) There were also vehicles blocking the entrance. (82 RT 130:1-19) The protesters were yelling "protest" and that they did not want the union to come into the company. (82 RT 130:22-131:3 and 83 RT 56:10-14) The protesters had signs. (82 RT 132:2-4) Jesus also saw protesters at three more entrances yelling that they did not want the union to come into the company. (82 RT 131:16-132:1) Accordingly, I find that crew boss Jesus Padilla had reason to believe that the persons blocking that entrance were workers opposed to the UFW and supporting the decertification effort. Jesus testified that later that day, he received separate calls from his brother Rolando and son Rigoberto that they had gone over to the protest at Highway 145. (82 RT

132:17-133:19) After Jesus parked near the office, he saw his brothers Arnulfo and Edelberto walk toward the protest at Highway 145. (82 RT 127:25-128:3 and 82 RT 139:16-25) The crew bosses had a speakerphone call with Jose Erevia and a male attorney named Mike. (82 RT 140:13-141:8) Afterwards, the crew bosses were given a blank sheet of paper to explain what they saw. (82 RT 142:20-143:3 and 83 RT 71:25-73:4) Later that day, Jesus saw some entrances blocked with wood pallets and yellow tape. (83 RT 10:9-11:4) By the next day, Jesus did not see any blocked entrances. (83 RT 13:20-23)

Jesus recalls a morning prior to the election when his whole crew of approximately thirty-five workers left in the middle of the day to go to Visalia. (83 RT 12:20-15:6) Jesus indicates that he advised supervisor Jose Camargo as to what had happened. (83 RT 60:10-22) Jesus did not issue or recommend any discipline for the workers who had left that day. (83 RT 62:6-11) Jesus also recalled a second occasion when perhaps half of his crew left in the middle of the day and then those workers returned to resume work prior to the end of the day. (83 RT 19:11-20:15) Jesus conceded that his brother Rolando would sometimes leave during the work day, but contended that Rolando never told him the reason that he was going. (83 RT 22:22-24:23) Jesus recalled one time when the telephone call-in system for work assignments included information from Dan Gerawan telling the workers that they have the right to choose. (83 RT 35:16-21) Dan Gerawan and his wife also personally visited his crew and told workers that they were free to make their own

decision. (83 RT 35:22-36:17) Jesus must have been in the bathroom when Dan Gerawan and a politician spoke with his brother Rolando. (83 RT 39:23-42:18)

I credited Jesus Padilla's observations on the day of the work blockage. I do not credit Jesus Padilla's denials as to knowing that his brother Rolando was an active opponent of the union. Rolando is very talkative and has a strong personality and I am confident that everyone in their crew knew Rolando's position on the issue of decertification. Given that Jesus saw his brother Rolando collecting signatures at lunch time, and knew that Rolando had a significant dispute with another crew member over the union issue, it would have been reasonable for him to conclude that one possible reason for Rolando's occasional extended lunch was to collect signatures. I discredit Jesus Padilla's statement that he let any worker come and go as they please. But there is insufficient evidence to show whether Jesus simply favored his family members as a general practice, or if instead such favoritism was more narrowly tailed to the union issue.

17. Direct Hire Crew of Jose Manuel Ramos

Worker Juan Manuel Juarez Hernandez testified with respect to the crew of foreperson Jose Manuel Ramos. Foreperson Ramos also testified.

Juan Manuel Juarez Hernandez, who was witness # 27, worked for Gerawan from approximately 2008 to 2014. (16 RT 8:18-22) His crew boss was always Manuel Ramos. (16 RT 9:12-16) Juarez recalls Ramos asking him privately what he thought about the union. (16 RT 16:17-21 and 16 RT 17:13-16) Ramos told him that the workers were free to do whatever they thought was in their best interest.

(16 RT 16:22-25) Juarez recalled three times when Silvia Lopez came to his crew to collect signatures. (16 RT 25:7-20) Juarez learned her identity after she had left. (16 RT 26:7-17) Juarez recalls that Lopez stayed approximately seven minutes past the break on each of the three occasions. (16 RT 29:9-35:19) Juarez complained to Ramos, but only after Silvia had already left. (16 RT 34:4-20) Juarez states that on one occasion, Silvia tried to leave papers with Ramos, but he declined to take them. (16 RT 43:3-7)

Juarez also indicated that he saw Ramos' son-in-law, who had the nickname "Cookies", collecting signatures in the vineyard during worktime. (16 RT 108:21-109:7 and 16 RT 112:7-13) Juarez said that he saw the son-in-law solicit signatures from approximately twenty persons that were as many as eight or nine rows away. (16 RT 109:21-110:3) I discredited this testimony because it seems unlikely that Juarez could have seen what was taking place eight to nine rows away. There was testimony in the hearing that workers generally did not have ladders in the vineyards. It would have been unlikely that Juarez could see eight or nine rows away by looking over the vines. Nor was I persuaded by his explanation that by stooping, Juarez could see under the vines and see what was occurring. (16 RT 111:8-15)

Jose Manuel Ramos, who was witness # 122, worked for Gerawan from 1978 to 2015. (98 RT 92:8-16) Ramos has been a crew boss for approximately eighteen years. (98 RT 92:17-22) In April through June 2013, his crew had forty to forty-five workers. (98 RT 97:13-98:5) Ramos recalled Dan Gerawan and his wife

visiting his crew in 2013. (98 RT 117:3-11) Dan Gerawan told the crew that the union had contacted the company, but that there was nothing that he could do about it. (98 RT 117:21-24) Ramos testified that as of the date of his testimony, he was unaware that workers at Gerawan had gathered signatures to get rid of the union. (99 RT 32:25-33:13)

Ramos did not seem adept at recalling details, particularly dates. Ramos seemed to recall the incorrect year that multiple events occurred. When giving his testimony in March 2015, Ramos was often unable to correctly select between 2012, 2013 and 2014 as the year that various events occurred. For example, Ramos incorrectly stated that the ALRB came to his crew in June 2012. (98 RT 103:3-21) As another example, Ramos initially denied that his crew worked in the vineyards in 2013, yet company records persuasively indicated to the contrary. (99 RT 6:13-14 and 99 RT 7:25-9:20) Moreover, Ramos erroneously recalled that the work blockage occurred in September 2014. (99 RT 28:1-17) Given the multiple inaccuracies in his testimony, I discredited all of it. Given that I completely discredited the testimony of both Juarez and Ramos, I did not find any evidence of company assistance with respect to the crew of Jose Manuel Ramos.

18. Direct Hire Crew of Santos Efrian Rios

Worker Gustavo Vallejo testified with respect to the crew of foreperson Santos Efrian Rios. Foreperson Rios also testified.

As I previously noted when discussing the crew of Martin Elizondo, Gustavo Vallejo, who was witness # 1, worked for Gerawan during 1997 to 2014. (1

RT 159:9-10) With respect to the crew of Santo Rios, Vallejo testified that he saw Santos Rios give some papers to his brother Oscar Rios, who worked in his crew, and that Santos told Oscar to gather signatures. (1 RT 229:25-231:10) When Vallejo heard this he was about three rows of trees, or thirty-five feet distance, away from the two brothers. (1 RT 231:21-232:8) Vallejo states that he later saw Oscar obtain fifteen signatures from crew members. (1 RT 233:17-234:7) None of the parties called Oscar Rios as a witness.

Vallejo recalled a day when he went to work, arriving at 5:30 a.m., and the entrances were blocked with ladders. (1 RT 235:12-17 and 1 RT 235:22-236:8) At that time, Santos Rios had just recently become his crew boss. (1 RT 168:20-23, 2 RT 45:16-17 and 2 RT 148:3-9) In mid-October, the crew had approximately thirty-five workers. (2 RT 155:23-156:2) Vallejo left in his vehicle at around 7:00 a.m., taking with him the workers who typically rode with him. (2 RT 40:12-16, 2 RT 45:10-23, 2 RT 46:23-25 and 2 RT 245:2-8) Shortly thereafter, Vallejo received a phone call from foreman Santos Rios, asking Vallejo why he took his three riders from the work site. (2 RT 41:2-45:19) Vallejo states that a couple days later Rios told him not to take workers away from a strike. (2 RT 46:5-17) Also two days after the work stoppage, the brother of a crew boss began driving the workers who previously paid Vallejo for a ride. (2 RT 53:24-54:12 and 2 RT 251:7-15)

Vallejo indicated that he stopped working at Gerawan because after Rios' crew shifted from the Sanger area to the Kerman area, his co-workers verbally intimidated him for supporting the union. (2 RT 139:24-141:11, 2 RT 144:19-145:2

and 2 RT 166:2-15) Vallejo states that foreman Santos Rios laughed when Vallejo told him about his concerns. (2 RT 145:3-146:5) From December 2013 to February 2014, Vallejo went back to Elizondo's crew and then Vallejo left the company. (2 RT 182:10-185:1) During his testimony, Vallejo indicated that three persons, a man and two women, tried to intimidate him during a break and indicated that Vallejo would face consequences for his testimony. (2 RT 100:12-102:21) The man, in the presence of the two women, told Vallejo that he would go to Vallejo's church and talk to Vallejo's supervisor at his new job. (2 RT 102:21-115:17) Vallejo identified the two women as audience members that petitioner stipulates were her daughters, Belen Solano and Rose Hilda Solano. (2 RT 109:12-24 and 2 RT 124:19-125:3)

Santos Efrian Rios, who was witness # 108, worked for Gerawan from 2000 through 2015. (85 RT 66:22-67:3) Rios testified that he became a crew boss in approximately 2011. (85 RT 67:6-11) In 2013, Santos' brother Oscar worked in his crew. (85 RT 67:15-18 and 85 RT 69:16-18) Santos called Oscar his "assistant". (85 RT 79:5-80:1) There was insufficient evidence presented at hearing to designate Oscar as having supervisory status, so for analytical purposes, I treat him as if he was an ordinary worker.

Santos recalls when a lady came to speak to his crew who was an ex-union employee. (85 RT 95:2-24) Santos testified that the lady told the crew that the things that the union was promising were lies. (85 RT 95:25-96:2) Santos remembers that the lady was accompanied by a young man named Oscar, which was easy for him to remember because it was the same name as his brother. (85 RT 96:5-

7) It was a thirty-minutes long meeting, possibly during work time. (85 RT 96:20-21 and 86 RT 156:6-13) I conclude that this man was witness # 116, Oscar Garcia Bonilla and that the woman was Labor Relations Institute consultant Evelyn Fragoso.

On the day of the work blockage, Rios testified that he eventually went to the office and completed a statement for the company. (85 RT 109:19-110:5) When he left the office, Santos claims that he had no idea why the entrances had been blocked. (85 RT 110:15-25 and 86 RT 107:22-25) But Santos obviously knew that the blockage was related to the union issue, because while he felt uncomfortable getting out near where the workers were yelling, he saw no problem in his passengers doing so. (85 RT 155:18-156:3) In fact, Santos' passengers walked toward the group and immersed themselves in it. (86 RT 98:6-8) Moreover, on the day of the work blockage, Santos did not call a manager or supervisor to advise them of what was taking place. (86 RT 63:14-18)

Santos conceded that he did give his brother Oscar papers to get crew signatures on one or two occasions, but alleged that the papers were not connected to the decertification effort. (85 RT 115:7-22) Santos did not recall whether or not Vallejo gave rides to other crew members, and did not recall talking to him. (85 RT 131:15-21) Santos also did not recall Vallejo, or anyone else, ever reporting to him having been verbally harassed by other workers. (86 RT 151:2-16) On the three or four occasions when workers came to Santos with questions about the union, he told them to call Jose Erevia with the company. (85 RT 142:22-143:24)

While I credited Gustavo Vallejo's testimony as to the crew of Martin Elizondo, his testimony as to Santos Rios was slightly less persuasive. But between the two, Vallejo and Santos Rios, I credited Vallejo over Rios with one exception, which was that I was not persuaded by Vallejo's testimony that Santos gave decertification petition signatures sheets to his brother Oscar. I felt that it was appropriate to report in the decision the testimony by Vallejo with respect to the alleged witness intimidation tactics by the daughters of Silvia Lopez, namely Belen Solano and Rose Hilda Solano. But I did not believe this hearing was the appropriate forum to investigate such allegations, and limited inquiry on it, so I make no credibility determinations related to that issue. The summary of that testimony is contained in this decision solely so the Board may decide if it wishes to refer that topic to the appropriate authority for investigation.

19. Direct Hire Crew of Antonio Sanchez

Two workers, Juan Cruz Lopez and Hilario Rocha Salas, testified with respect to the crew of foreperson Antonio Sanchez. None of the parties called Antonio Sanchez as a witness.

Juan Cruz Lopez, who was witness # 24, worked for Gerawan from 2010 through 2014. (15 RT 12:7-12 and 15 RT 98:13-15) In 2013, his crew boss was Antonio Sanchez. (15 RT 12:14-15) Lopez credibly testified that he asked foreman Sanchez for permission to solicit pro-union signatures. (15 RT 25:23-26:11) His request was denied. (15 RT 26:10-11) On the day of the work blockage, Lopez saw an entrance blocked by ribbons, a car, and workers. (15 RT 38:2-39:22)

The workers were holding multiple professionally-made signs that said "let us vote". (15 RT 41:23-42:10 and 15 RT 61:7-16) None of the workers blocking the entrance had a pro-UFW sign. (15 RT 98:9-12) There were also some ladies there with clipboards collecting signatures. (15 RT 42:11-15)

Hilario Rocha Salas, who was witness # 59, worked for Gerawan from 2012 through 2014. (34 RT 76:21-77:3) The first foreperson for whom Rocha worked in 2013 was Antonio Sanchez. (34 RT 78:11-15) Rocha testified that, on one day, Sanchez told the crew that they could leave early by half an hour, and still get paid, in order to go to a strike. (34 RT 84:21-85:10) The purpose of the protest was to remove the union. (34 RT 88:7-18) None of the parties presented or addressed time records for the crew of Antonio Sanchez for the pertinent days that might have bolstered or undercut Rocha's testimony.

Rocha recalled workers collecting decertification petition signatures from his crew during work hours on three occasions. (34 RT 100:22-101:8) On the first such occasion, a man came to his crew at around 9:00 a.m. (34 RT 101:21-102:2) He did not know the man's name and was unable to describe him other than his being younger and possibly around twenty-five years old. (34 RT 101:16-20 and 34 RT 103:17-104:3) As to the second occasion described by Rocha, some young women visited his crew, but it was actually during lunch time. (34 RT 105:7-20) In the third instance, some younger men came by, but Rocha was unable to describe them. (34 RT 106:23-107:21)

Rocha also claimed that, in 2012, he heard crew boss Emma Sanchez tell some workers that the company did not want the union to be there. (34 RT 89:1-4) Rocha also claims to have heard her tell some workers that if the union came in, they would bring failure, and that the company would cut down the trees. (34 RT 90:1-9) On cross-examination, Rocha indicated that these comments were made during April or May 2012. (34 RT 128:3-19) I do not credit this testimony because the union does not appear to have been an issue at that juncture.

As previously noted, none of the parties called foreperson Sanchez as a witness. I am crediting all of the testimony of Juan Cruz Lopez, but none of the testimony of Hilario Rocha Salas. In the absence of time records, Rocha's testimony about getting paid for half an hour to attend the one protest is insufficiently reliable, given the other inaccuracies in his testimony.

20. Direct Hire Crew of Raquel Villavicencio

Four workers, Norma Yolanda Macias Lopez, Jovita Hernandez Eligio, Clara Cornejo, and Alecia Diaz Reyes, testified with respect to the crew of foreperson Raquel Villavicencio. Raquel Villavicencio also testified as a witness.

Norma Yolanda Macias Lopez, who was witness # 37, worked for Gerawan from 2012 through 2014. (19 RT 128:13-19) In 2013, her crew boss was Raquel Villavicencio. (19 RT 129:1-13) Macias credibly recalled a meeting during work hours in which Oscar Garcia and Labor Relations Institute consultant Evelyn Fragoso were present. (19 RT 149:2-150:16 and 19 RT 153:6-10) Fragoso explained that the union was lying about helping the workers and that they just

wanted the three percent. (19 RT 150:17-25) That same day, her crew was given a compact disc with the lady saying some of the same things that she said at the meeting. (19 RT 151:14-152:1) Also at the meeting, Silvia Lopez and Jovita Eligio gave away free t-shirts that said "no to the union". (19 RT 152:7-15) I credited Macias' recollection regarding distribution of the compact discs and t-shirts.

Jovita Hernandez Eligio, who was witness # 72, worked for Gerawan from approximately 2003 to 2014. (40 RT 23:11-13) In 2013, her crew boss was Raquel Villavicencio. (40 RT 25:7-12) Eligio learned about the union when her paystub told her that the union was going to be taking away three percent of her paycheck. (40 RT 26:13-27:23) Eligio initialed recalled that she gathered signatures in more than one calendar year, but a few days later indicated that the signature gathering had only been during a single clanedar year. (41 RT 175:18-21 and 42 RT 10:14-22) Eligio gathered decertification petition signatures from many crews, perhaps in total, eleven or twelve different crews. (40 RT 39:24-40:7 and 41 RT 181:14-17) As to these eleven or twelve crews, Eligio estimates that she went to them an average of at least two times each. (41 RT 182:6-9) Eligio only visited crews at lunch time prior to when the regional director rejected the first group of signatures. (41 RT 182:22-25) When going to other crews at lunch time, Eligio claimed that pro-union supporters made offensive and/or sexist comments to her. (40 RT 46:2-15)

Eligio testified that Silvia Lopez, Angel Lopez, and herself, purposefully planned the work blockage. (40 RT 47:7-9) Eligio also discussed the

blockage in advance with Clara Cornejo. (41 RT 19:9-13) Eligio testified that Silvia Lopez, Angel Lopez, and herself, were among the people who physically blocked work entrances on September 30, 2013 so that workers were unable to enter company property and work. (40 RT 47:18-48:1) In total, there were approximately fifteen workers who as a group who deliberately blocked the work entrances. (40 RT 50:10-14) On the day of the work blockage, Eligio arrived at the company property at approximately 3:30 a.m. (40 RT 52:21-23) Eligio states that she brought red and yellow ribbon or tape that she had purchased with cash at a local store on Sunday evening at 8:00 p.m. (40 RT 54:1-10, 41 RT 22:7-13 and 41 RT 27:11-14) Eligio conceded that this ribbon looked identical to the type used at Gerawan. (41 RT 136:16-19) After leaving the ribbon with some of her co-workers, she then placed her car blocking the entrance to which she had been assigned. (40 RT 54:13-18) Eligio knew that some people might recognize her car or license plate since she had been collecting a lot of signatures. (41 RT 40:2-14) Thereafter, Eligio and a lot of other people began gathering decertification petition signatures. (40 RT 56:3-6) Eligio herself began gather signatures at 8:00 a.m. (41 RT 179:1-5) Eligio saw maybe 2,000 people at Highway 145 and Central, and perhaps twenty-five that were supporting the union.[34] (40 RT 62:2-3 and 40 RT 64:14-16) Eligio had time to look

[34] Eligio claimed that a female co-worker who supported the union, Lupe Martinez, had threatened and followed her. (40 RT 65:23-25) According to Jovita's brother, Felix Hernandez Eligio, who was witness # 82, and who also worked at Gerawan, his sister never told him about someone from the union threatening her. (54 RT 140:6-9)

at every one of the two thousand people and she was sure that none of them were crew bosses. (41 RT 180:1-6) Eligio stated that of the two thousand workers protesting against the union, she had seen every single one of them working for the company. (41 RT 157:8-16 and 41 RT 179:13-19) But of the twenty-five people supporting the union, she only recognized five or six of them. (40 RT 64:15-16 and 41 RT 157:17-20)

Eligio acknowledged that on approximately three days that she did not work, she nonetheless went to company property to collect signatures. (41 RT 10:18-11:12) All of the crews that Eligio ever visited to collect signatures took lunch at the same time as her crew, which was 10:00 a.m. to 10:30 a.m. (41 RT 13:9-15) Eligio noted that workers are not allowed to bring a child to work. (40 RT 93:1-4) Her co-workers Clara Cornejo and Alecia Diaz would also collect decertification petition signatures. (41 RT 16:21-17:5) Eligio recalls being given a free "No UFW" t-shirt, as well as distributing such t-shirts to other workers. (41 RT 42:9-46:14 and 41 RT 175:2-3)

Eligio acknowledged lying when she was previously interviewed in July 2014 by the ALRB regional staff at the office of petitioner's legal counsel. (41 RT 84:1-8, 41 RT 89:23-24 and 41 RT 176:18-20) Eligio testified "Why would I tell him the truth if [Shawver] is not listening to us. It makes no sense for me to tell him the truth if he wasn't going to pay attention to us, anyhow." (41 RT 90:13-19) Eligio also claimed that she was afraid that Shawver would call immigration on her. (42 RT 8:2-12) Eligio states that she was also worried that the company might fire

her for causing the blockage. (42 RT 9:15-24) But Eligio denied ever telling Silvia Lopez that she had lied to the ALRB about the blockage. (41 RT 186:21-25) Eligio claimed that she did not know whether Silvia Lopez or Angel Lopez told the ALRB about their involvement in planning and implementing the blockage. (41 RT 186:5-12 and 42 RT 16:25-18:16)

Clara Cornejo, who was witness # 78, worked for Gerawan from approximately 2007 to 2014. (45 RT 115:24-116:8) Her nickname is "Carla". (45 RT 113:18-23) In 2013, her crew boss was Raquel Villavicencio. (45 RT 116:9-10) Cornejo first heard about the UFW when they came to her crew promising to help get immigration documents for workers who needed them. (45 RT 117:17-119:16) Union organizers also told her that workers could get better wages with the union, but Cornejo believed that better wages than what the company already offered were impossible. (45 RT 137:1-6) In 2013, Cornejo collected signatures from more than ten different crews. (45 RT 124:20-126:17) Cornejo only collected signatures at lunch time. (45 RT 126:21-23 and 45 RT 129:22-25) She took the whole day off from work to go to Reedley to collect signatures on approximately ten occasions. (45 RT 130:11-15 and 49 RT 12:6-11) Cornejo did not recall why Silas Shawver invalidated the first batch of signatures. (45 RT 134:1-21)

On the day of the work blockage, Cornejo arrived at 4:00 a.m. to block an entrance to Gerawan fields. (45 RT 144:2-5 and 45 RT 145:9-13) Cornejo blocked the entrance with her car and some tape. (45 RT 146:11-17) Cornejo recalls discussing the idea of a blockage with Jovita and others perhaps four or five days

beforehand. (45 RT 153:4-12 and 45 RT 154:18-19) One of the purposes of the work blockage was to gather more signatures. (45 RT 157:21-24 and 45 RT 188:21-24) The co-workers who did the blocking later collected signatures at the protest that day. (45 RT 158:13-21) According to Cornejo, some of the protesters held signs, and more than fifty of the signs appeared to be professionally-printed. (45 RT 192:6-11 and 45 RT 195:10-16) Two days later, Cornejo went in a bus to Sacramento to protest outside the ALRB offices. (45 RT 160:1-15 and 45 RT 161:16-17) Cornejo had heard that the bus was paid for by or through "Ray" at the KMJ radio station, but she did not recall from whom she had heard that information. (45 RT 191:14-23)

When Cornejo was interviewed by ALRB Regional Office staff, she denied participating in the work blockage. (49 RT 6:9-15) Cornejo had petitioner's counsel present at the interview. (49 RT 8:20-22 and 49 RT 49:16-21) Cornejo claims that none of her co-workers told her that they were going to deny having participated in the blockage in their own interviews with ALRB Regional Office staff. (49 RT 7:5-10) Cornejo testified that she did not see any reason to tell the truth to ALRB Regional Office staff when Silas Shawver was just playing around with them. (49 RT 9:20-22 and 49 RT 10:16-18)

Alecia Diaz Reyes, who was witness # 84, worked for Gerawan from approximately 2012 to 2014. (56 RT 8:4-15) In 2013, her crew boss was Raquel Villavicencio. (56 RT 9:18-23) In 2013, her crew was located in Kerman. (56 RT 10:16-18) Her boyfriend is Jacinto Carrasco Aquino, who was witness # 87. (56 RT

15:24-16:11) Her boyfriend used to work for the UFW and he spoke negatively of them. (56 RT 15:17-19 and 56 RT 53:10-13) Diaz gathered signatures with her friend Clara Cornejo, who was sometimes known as Carla. (56 RT 18:2-15) Diaz took more than fifteen whole days off from work to go to Reedley to collect signatures. (56 RT 93:17-22, 56 RT 96:4-6 and 56 RT 107:7-10) On those days, Diaz visited between ten and twenty different crews. (56 RT 99:12-20) Diaz also took four or five whole days off to gather signatures from Kerman-area crews. (56 RT 101:15-17) Diaz recalled that Jovita Eligio, witness # 72, and Virginia Chairez, who was not called as a witness, were both active in gathering signatures. (56 RT 114:21-25)

Diaz participated in the blockage of company entrances. (56 RT 36:13-16, 56 RT 37:10-17 and 56 RT 69:21-24) During her first conversation with Carla beforehand about blocking the entrances, they talked about collecting new decertification petition signatures. (56 RT 81:18-21) When people came to the entrance where Diaz was stationed, she told them that she was blocking it. (56 RT 72:6-9) Diaz also told them that they needed to have a bigger strike to get the ALRB's attention. (56 RT 70:17-25) She saw some signs that were professionally printed that day. (56 RT 41:18-20 and 56 RT 88:1-10) Diaz and her co-workers gathered signatures on the day of the work blockage. (56 RT 42:1-6) Alecia said that Carla and Jovita both told her that they had been interviewed by the ALRB Regional Office staff, but neither of them told her that during such interviews they had lied. (56 RT 85:4-21)

On one occasion, a co-worker who supported the UFW began handing out a pro-union flyer shortly prior to lunch. (56 RT 60:15-17) As soon as foreperson Villavicencio saw this, Villavicencio sent the worker back to where she should be working. (56 RT 60:18-19) When Diaz took a bus to go protest in Sacramento, the bus was parked in front of the company office. (56 RT 90:24-91:1) She did not pay anything to take the bus, and was provided with burritos, snacks, chips and water. (56 RT 91:15-92:15) Carla told her that the food that day came from donations on behalf of an English-language radio station. (56 RT 92:16-20) Diaz assumed that the buses fell into the same category. (56 RT 93:8-12)

Raquel Villavicencio, who was witness # 119, worked directly for Gerawan as a crew boss from approximately 2002 to 2014. (95 RT 80:1-5) Her crew was sometimes a large as fifty to sixty workers. (95 RT 99:2-8) Villavicensio testified that she always has exactly as many workers who want to work as there are spots for workers. (95 RT 155:1-4) During 2010 through 2013, Villavicencio does not recall ever turning down a person who sought work in her crew. (95 RT 155:6-12) During 2008 through 2013, Villavicencio has never disciplined or suspended a worker. (95 RT 161:4-21 and 96 RT 32:3-12) Instead, Villavicencio stated that she has the discretion to do what she thinks is appropriate. (96 RT 39:16-22) Her assistant crew boss was Benjamin Gallardo Rodriguez, who was witness # 48. (95 RT 85:9-15) The parties stipulated that, in 2013, Gallardo was also a statutory supervisor. (23 RT 45:15-46:17) At times, Gallardo supervised part of the crew physically separated from Villavicencio and the remainder of the crew. (95 RT

85:16-19) Villavicencio had a sister, Ana Maria, sister-in-law, Gemma, and nephew, Miguel, who worked in her crew. (95 RT 90:13-91:5) Raquel Villavicencio also had a brother, Reynaldo Villavicencio, who was a crew boss. (95 RT 92:6-16) None of the parties called Reynaldo Villavicencio as a witness.

Raquel recalled an occasion before the election when her crew had already started work, packing grapes, when a significant amount of her crew all left at once. (95 RT 124:14-23) The crew members just began chanting "let's go" and left, some telling her not to let anyone touch their packing area. (95 RT 125:2-10) On that occasion, perhaps forty-five of her sixty workers left. (95 RT 126:10-18) While the workers were missing, supervisor Lupe Elizondo walked by and just shrugged his shoulders. (96 RT 96:12-19) Maybe fifteen of the forty-workers who left returned later in the day. (95 RT 127:1-5) Villavicencio claims that she did not know where the workers went, she did not ask them, and they did not tell her anything. (95 RT 128:7-22) Villavicencio denied being friends with Jovita and Carla, testifying that "All the workers are the same to me." (95 RT 131:24-133:10) Villavicencio stated that Jovita and Carla would just tell that they are going to stop work and would leave. (95 RT 135:18-25) Villavicencio never talked to Jovita or Carla about the large amount of work that they were missing. (95 RT 163:13-17) When asked if Jovita missed thirty-six full days of work between June 1, 2013, and September 20, 2013, Villavicecio responded that she did not remember. (96 RT 42:9-13) When asked if Carla missed twenty-two full days of work between June 1, 2013, and September 20, 2013, Villavicecio stated that she could not force her to

show up to work. (96 RT 43:6-13) When asked if Alecia missed thirty-four full days of work between June 1, 2013, and September 20, 2013, Villavicecio stated that she does not count the days and that it would be "inhumane" to force someone to work. (96 RT 43:17-25) Villavicencio made it sound like she was helpless and powerless to inquire why workers were routinely leaving in the middle of the day. (95 RT 159:1-10) Villavicencio similarly made it sound like she had no recourse if a worker was routinely absent. (95 RT 158:3-13) Jovita Eligio never complained to her that Lupe Martinez was bothering her. (96 RT 23:1-5) Villavicencio recalled Lupe Martinez as being "quiet". (96 RT 23:8-14)

On the day of the work blockage, Villavicencio did not think about whether or not it might be related to the union issue. (95 RT 169:7-9) Villavicencio testified that she understood Jose Erevia's past instructions to require her to leave whenever there was a large group of people. (95 RT 168:21-24) However, Villavicencio did not call Jose Erevia upon arrival to the blocked entrance to tell him what she saw. (95 RT 169:4-6) Villavicencio states that she tried calling several supervisors, but most of them did not answer. (95 RT 104:8-10) Villavicencio did reach Videl, but he did not give her any instructions. (95 RT 104:19-22 and 9 RT 105:15-16) Villavicencio testified that she did not receive any calls or text messages from her crew. (95 RT 106:15-107:9 and 95 RT 112:11-13) Villavicencio then left to get a cup of coffee, later going to the office. (95 RT 110:3-4 and 95 RT 113:18-25) Upon cross-examination, Villavicencio conceded that she did not go inside the

store to get a cup of coffee, but rather simply parked in back and waited. (96 RT 78:24-79:7)

Villavicencio recalls one day when Oscar Garcia came and made a presentation to her crew. (96 RT 26:2-6) Villavicencio testified that, despite multiple meetings conducted by Jose Erevia, she did not know what the election was about or that it had anything to do with the union. (96 RT 57:19-21 and 96 RT 58:2-21) Upon re-direct examination, Villavicencio both conceded and denied that she knew there was a group getting signatures to try to get rid of the union. (96 RT 112:10-12 and 96 RT 115:11-15) Villavicencio identified exhibit GCX-76 as the red tape that the company used in the fields. (96 RT 97:21-98:23) She noted that the tape is easily ripped or torn with a person's bare hands. (96 RT 101:13-16)

I credited the testimony of Eligio, Cornejo and Diaz that they were among the principal architects of the September 30, 2103 work blockage at Gerawan blockage, along with Silvia Lopez and Angel Lopez. The testimony at the hearing overwhelming showed that it was the decertification proponents who were solely responsible for the blockage of workplace entrances. But when it came to other topics, such as their motives for conducting the blockage, and for lying to the ALRB Regional Office staff, I mostly discredited the testimony of Eligio and Cornejo. It is not just that the pair was caught lying, which is a given. I asked Eligio and Cornejo if they spoke to one another before lying to the Regional Office staff and they denied doing so. It stands to reason that if Silvia Lopez, Angel Lopez, Eligio, Cornejo, and others were going to an ALRB interview and intended to lie, they would first check

with their co-conspirators to ensure uniformity in their responses. I credited Diaz as to her testimony that, during her first conversation with Carla beforehand about blocking the entrances, they talked about collecting new decertification petition signatures. I conclude that the workers decided that, due the Regional Director rejecting their earlier batch of signatures, the work blockage was the only means by which they could timely gather the large number of signatures required in a short time period. Before too long, winter would be upon them and worker layoffs would escalate. The work blockage was a deliberate and calculated effort to quickly obtain signatures as their number of signature gatherers was otherwise not great enough to timely finish the task using only during the thirty-minute lunch break as was done the first time. As for Raquel Villavicencio, I certainly did not believe her utopia scenario, where workers are never warned or disciplined, and may leave early or miss work in great abundance with neither scrutiny nor consequences. Villiavicencio, like other crew bosses, surely recognized that the walk-outs and blockages were initiated by the proponents of the union decertification effort.

21. Direct Hire Crew of Reynaldo Villavicencio

Five workers, Francisco Serviano, Innocensio Bernal, Bernardo Magaña Elias, Silvia Enedina Lopez, and Belen Elsa Solano Lopez, testified with respect to the crew of foreperson Reynaldo Villavicencio. Surprisingly, none of the parties called Reynaldo Villavicencio as a witness.

Francisco Serviano, who was witness # 21, worked for Gerawan from approximately 2008 to 2014. (14 RT 7:9-11) With the exception of one day, in

2013, Serviano's crew boss was Reynaldo Villavicencio. (14 RT 9:7-9) His crew had thirty-five to forty workers. (14 RT 38:14-16) The crew typically worked on the West side, near Kerman. (14 RT 152:16-17) Silvia Lopez started in his crew in June or July 2013. (14 RT 10:8-11) Serviano recalled that Lopez drove a Toyota Avalon. (14 RT 39:13-14) For about a month and a half, Lopez typically missed two or three days or work every week. (14 RT 43:20-44:13) Lopez was slightly late to work approximately forty percent of the time. (14 RT 27:10-17) Serviano recalls a single time when he was five or ten minutes late for work when Reynaldo told him that there could be consequences if he made a habit of being late, but no action was taken against him. (14 RT 64:1-24) Lopez also left earlier than the rest of the crew on many occasions. (14 RT 29:4-20 and 14 RT 42:5-7) There would be other times that Serviano did not actually see Lopez leave early, but by the time the workers took their next break, she was already gone. (14 RT 43:7-11)

On two occasions, Serviano mentioned Silvia's absence to his crew boss, Reynaldo Villavicencio. (14 RT 59:22-60:20) Reynaldo to Serviano to do his work and that he could not do anything about it. (14 RT 60:21-61:14) Serviano does not know if Reynaldo complained to Silvia about her attendance because Reynaldo usually had those types of conversations with the worker in private. (14 RT 70:14-19)

At least three or four times, Serviano worked in the same row as Lopez. (14 RT 14:23-25) Serviano recalled that Silvia Lopez was slow at her work. (14 RT 14:4-5) Serviano testified that Lopez left her row many times, starting on

even the first morning that she worked, and also repeatedly had long cell phone conversations. (14 RT 16:10-24) Serviano indicated that majority of the telephone calls were in English. (14 RT 23:4-5) Serviano speaks a little bit of English, but speaks Spanish better. (14 RT 5:11-19) On Silvia's second day of work, she told Serviano that one of the telephone calls was with her attorney. (14 RT 24:15-19) Serviano claims that Silvia also told him about telephone calls to co-workers in other crews. (14 RT 25:12-15) Serviano's conversations with Silvia were in Spanish. (14 RT 157:1-11) All of the other workers in his crew also sometimes used their cell phone while they were working. (14 RT 147:6-20)

Perhaps a week or two after Silvia started with his crew, Silvia's daughter, Belen, also began coming to the crew in Silvia's car. (14 RT 97:3-12) In 2013, Belen worked in the crew for approximately three months. (14 RT 98:2-4) Later, during the 2013 grape harvest, Belen worked as a checker. (14 RT 99:1-10) Serviano also met another daughter of Silvia Lopez who was working as a checker during the 2013 grape harvest. (14 RT 126:10-18) I credited all of the portions of Serviano's testimony that are summarized in this sub-section.

The testimony of Innocensio Bernal, who was witness # 22, was very short as to its length, but not small as to its importance. Bernal worked for Gerawan for three seasons. (14 RT 164:5-7) In 2013, his crew boss was Reynaldo Villavicencio. (14 RT 164:22-23) On a Friday, Bernal asked Villavicencio to take off a Saturday because his spouse was in the hospital. (14 RT 165:3-24) Villavicencio approved Bernal taking off the Saturday. (14 RT 165:15-17) On

either Friday or Saturday, Bernal then asked Villavicencio if he could take off the next Monday to meet with his immigration attorney. (14 RT 166:4-15) Villavicencio denied his request. (14 RT 166:10-22) Villavicencio told Bernal that he couldn't have Bernal missing so much work, that the company didn't want people missing that much work. (14 RT 166:10-12) Bernal did not further work at Gerawan in 2013, because when he called Villavicencio to inquire, he was told that they were not taking any more people. (14 RT 167:6-9) Bernal was not asked any cross-examination questions and, as previously noted, Reynaldo Villavicencio was not called as a witness by any of the parties. I fully credited the testimony of Innocensio Bernal.

Bernardo Magaña Elias, who was witness # 74, worked for Gerawan from 2008 to 2014. (42 RT 24:1-14) The first three years Magaña worked for a contractor at the company, the last four years Magaña worked directly for Gerawan. (42 RT 24:3-14) In June and July 2013, his crew boss was Reynaldo Villavicencio. (42 RT 25:10-17) In 2013, Magaña had several relatives working in Villavicencio's crew. (42 RT 104:4-9) Magaña also briefly worked for Reynaldo Villavicencio during October to early November. (42 RT 27:16-25) As for August and September 2013, Magaña gave conflicting testimony as to whether he worked for Villavicencio or instead shifted to the crew of Ramiro Cruz. (42 RT 26:17-18 and 42 RT 100:24-103:18) If Magaña was mistaken, I believe that he was simply confusing 2012 and 2013, and not being deceptive about his crew assignment. Magaña testified that when he first saw UFW organizers, they told him "we're going to take three

percent". (42 RT 31:14-32:15 and 42 RT 140:13-17) Magaña also remembered the people from the union telling him in August 2013 that the workers "needed to sign a contract and that if [they] did not sign the contract, [they] would be fired". (42 RT 36:11-19 and 42 RT 38:1-5) Magaña also recalled people from the union telling him to vote for them and they would give the workers immigration documents. (42 RT 39:5-11) One day before the election, Magaña left work early to go to a protest in Visalia. (42 RT 66:25-67:1 and 42 RT 68:4-8) Magaña just told Villavicencio that he was leaving, and Villavicencio told him to write the reason on his punch card. (42 RT 69:7-21 and 42 RT 134:22-24) Magaña recalled receiving a free t-shirt prior to the election. (42 RT 148:16-22) I am skeptical of Magaña's testimony that when union organizers first made contract with him, the first words that they uttered were that "we're going to take three percent". Similarly, I am skeptical of Magaña's testimony that the union told him that workers would be fired if they did not sign a contract. It would have been in the UFW's interest to focus only on the positive aspects of union membership, and to not emphasize any costs or disadvantages. I did credit Magaña's testimony that Villavicencio told him to write the reason for leaving early on his punch card, to which Magaña repeatedly testified.

Petitioner Silvia Enedina Lopez[35], who was witness # 79, did not work at Gerawan during 2010, 2011 or 2102. (46 RT 21:23-22:14) Silvia does not

[35] Some of my discussion of the testimony of Silvia Lopez is located in the earlier section of this decision regarding factors requiring scrutiny of Silvia's role as the decertification petitioner.

remember if she worked for Gerawan in 2008 or 2009. (46 RT 21:8-13) Silvia believes that the first year that she worked at Gerawan was in 1997 or 1998. (46 RT 18:16-19) Silvia conceded that, in 2013, she may have publicly overstated the length of time that she had worked for Gerawan. (50 RT 43:14-18, 50 RT 52:13-16 and 50 RT 58:11-20) Silvia testified that she described herself as a fifteen-year Gerawan worker because that is how long she was aware of the company. (50 RT 52:17-21) I did not find that explanation to be credible. From 2010 forward, Silvia's first day working at Gerawan was in June or July 2013. (46 RT 65:4-9) In 2013, Silvia started working in the crew of Reynaldo Villavicencio. (47 RT 6:4-6) In 2013, Silvia only worked in the grapes, not the peaches. (53 RT 154:6-8) Her crew ordinarily worked six days a week, with Sunday off. (50 RT 162:11-18) Shortly thereafter, her daughter Belen also joined this crew. (50 RT 176:5-14 and 50 RT 180:3-5)

I previously discussed that Silvia worked very few hours in 2013. Yet Silvia was never disciplined for excessive absences. (50 RT 125:5-7) Silvia admitted that she started working at Gerawan specifically to help her son-in-law get rid of the union. (50 RT 121:1-3) Silvia testified that she spent more time working on the decertification effort than actually working in the fields. (50 RT 123:1-11) Nonetheless, Silvia testified that even if she had not become involved in the union issue, she would have gone to work at Gerawan in 2013. (50 RT 120:15-20) At one juncture, Silvia testified that she expected to work fifty hours a week. (50 RT 88:4-5) Silvia agreed that from June 25, 2013 to November 5, 2013, she probably missed

about sixty percent of the work days. (50 RT 154:22-155:2) And even on those days that she did work between June 25, 2013 and September 28, 2013, Silvia either started late or left early about half of the time. (50 RT 160:7-12)

Yet, Silvia gave contradictory testimony which suggested that, for long-term pre-existing health conditions, she was unable to regularly work. (50 RT 88:21-89:4 and 50 RT 123:20-124:7) Specifically, Silvia claimed that she could not easily lift her right leg without being in pain. (50 RT 147:9-12) Silvia testified that she also had pain in her arms, but that the pain in her right leg is greater. (50 RT 148:25-149:3) Silvia gave varying testimony at to whether this pain was constant or intermittent. Silvia claimed that this pain was one of the reasons that she went to work at Gerawan in 2013, because she knew the company was not tough on attendance. (53 RT 58:24-59:2 and 53 RT 93:5-11) I did not find credible Silvia's explanation that, due to her leg pain, she purposefully picked a job that would involve strenuous physical labor because she perceived Gerawan to have a relaxed attendance policy. Moreover, Silvia and Belen often missed the same days of work, which presumably would have had a greater impact on the crew if two workers did not show up.

Silvia has four children, Belen, Lucerita, Rose Hilda and Roman. (46 RT 17:23-18:4) In 2012, Silvia lived with Gerawan supervisor Mario Montez. (46 RT 28:11-16) Her daughter, Lucerita, and her son-in-law, Angel Lopez, also lived in the same residence as Silvia and Mario. (46 RT 29:11-20 and 46 RT 112:12-13) Lucerita is Angel's wife. (61 RT 13:7-8) On different occasions, Angel, Lucerita,

Belen and Rose Hilda assisted Silvia in decertification petition signature gathering. (46 RT 30:9-19, 47 RT 33:7-20, 47 RT 148:10-23 and 50 RT 18:23-19:24) Rose Hilda did not work for Gerawan in 2013, although she worked there in a previous year. (46 RT 30:1-4) In 2013, Silvia also had a sister, Guadalupe, who worked as a grape checker at Gerawan. (46 RT 61:24-62:2) On one occasion, Silvia took her son Roman to Gerawan properties when she was either gathering signatures or giving out flyers. (46 RT 31:5-16) At that time, Roman was seventeen years-old. (46 RT 48:17-19) In October or November 2012, which was during the time of the grape harvest, Angel told Silvia that the union was coming to Gerawan. (46 RT 34:25-35:11 and 46 RT 45:14-16) Even though Silvia did not work at Gerawan at that juncture, she never mentioned her conversation with Angel to Mario. (46 RT 37:13-17) In fact, Silvia testified that she has never discussed the union with Mario. (46 RT 46:15-17)

Silvia conceded that it was possible that attorney Paul Bauer represented her before she began working at Gerawan in 2013. (47 RT 146:12-17) Silvia has never paid Bauer for his services. (53 RT 78:24-79:2) Silvia also testified that she is unaware of any third party having paid her attorneys for their services. (53 RT 83:16-22) In her first or second week at Gerawan in 2013, Silvia began collecting decertification petition signatures. (47 RT 143:7-11) In July 2013, Silvia had approximately seven workers helping her to collect decertification petition signatures. (47 RT 147:14-16) Later, there were more workers involved. Her son-

in-law called those workers "Los Burritos"[36]. (47 RT 150:10-24 and 52 RT 77:22-25) It was between one and two months after Silvia first met with attorney Paul Bauer that she first met with attorney Anthony Raimondo. (46 RT 150:13-21) Before the first petition was filed, Silvia also had contact with Anthony Raimondo's associate attorney, Joanna MacMillan. (46 RT 152:8-22) On September 30, 2013, the day of the work blockage, they collected between eight hundred and one thousand decertification petition signatures. (47 RT 152:15-153:5 and 52 RT 120:12-19)

After the first petition was rejected, Silvia Lopez knew that she had a limited time period to try to file a second decertification petition if she wanted to do it that year. This is because the law requires such a petition to be filed during a period of peak employment, or what Ms. Lopez described as the being the "harvest season". (48 RT 18:14-19) Less than five days passed from that dismissal of the first decertification petition before Silvia Lopez planned a work blockage. (48 RT 19:1-17 and 52 RT 77:20-22) Lopez denied planning the work blockage in order to collect signatures. (48 20:25-21:3) I do not find that denial to be credible. The number of workers that voluntarily attended protests after work, or even during work, was far fewer than the number when the option of working was unavailable to any worker.

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[36] In his testimony, Angel Lopez testified that people call Felix Eligio Hernandez by the nickname "El Burrito". (71 RT 46:24-25)

It was Silvia's idea to block the company entrances. (53 RT 160:21-22) Silvia Lopez first discussed the blockage plan with her daughter, Lucerita, and her son-in-law, Angel Lopez. (48 RT 112:17-25) Silvia also discussed the work blockage with Jovita beforehand. (48 RT 127:21-23) Angel gave Silvia red tape to use for the blockage on the day before. (48 RT 155:11-13) The work blockage took place on Monday, September 30, 2013. Silvia's daughter, Belen, went with her when she went to implement the blockage. (48 RT 150:5-6) Silvia used her Toyota Avalon to block one of the company entrances. (48 RT 156:21-25) She and her daughter also tied red ribbon to ladders to block four other adjacent entrances. (48 RT 164:2-16, 48 RT 166:6-14 and 48 RT 168:11-13) At the location blocked by Silvia's car, Belen and Rosa Madrigal were also present. (48 158:8-159:2) This is the same Rosa Madrigal who Dan Gerawan had previously invited to go to Sacramento along with Silvia Lopez.

Silvia Lopez testified that when she was interviewed by ALRB Regional Office staff in July 2014, with her own legal counsel also present for the interview, she deliberately lied and stated that she had no idea who caused the work blockage. (48 RT 112:1-9, 52 RT 30:18-25, 52 RT 82:2-18, 52 RT 85:9-19 and 55 RT 48:15-49:9) Silvia testified that she "[did not] remember how any things [that she] lied to Silas about". (52 RT 83:23-84:4) Silvia states that her reason for lying was both to protect her son-in-law and because she did not trust Silas Shawver. (52 RT 84:11-14) However, Silvia could have achieved that end by being truthful about her own involvement in the blockage and only lying as to whether or not her son-in-

law was a co-conspirator. (52 RT 114:5-12) Silvia testified that, more than anything, she lied because she did not trust Shawver. (52 RT 115:10-13 and 53 RT 95:12-96:4) Silvia also testified that she was afraid that Shawver would report her to the police or the company.[37] (53 RT 96:22-25)

Silvia claims that she did not tell Jovita Eligio that she (Silvia) lied to the ALRB Regional Office staff. (48 RT 120:8-10) Silvia also testified that Jovita never told her (Silvia) that Jovita lied to the ALRB Regional Office staff. (48 RT 120:11-15 and 55 RT 44:8-24) I reject the credibility of this testimony. It would accomplish nothing for Silvia to lie unless she knew that her co-conspirators were also going to lie when interviewed by the ALRB Regional Office staff. Moreover, during the September 2014 prehearing conference, when her counsel provided Petitioner's mandatory discussion of the facts and issues of the case, the Petitioner continued to conceal that she had any involvement in the planning and implementation of the work blockage.

In addition to the financial support from the Fruit Association, discussed earlier in this decision, Silvia Lopez confirmed her receipt of financial support from the Center for Worker Freedom ("CWF"). (50 RT 22:2-11) However, based upon a preponderance of the evidence, I find that the CWF contributions were after the election. (50 RT 26:2-10)

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[37] See Exhibit GCX-34, bates number 0007276, for the Gerawan press release issued on the day of the work blockage, September 30, 2013. The press release suggests that the protesters are workers who wanted to vote on decertification and Dan Gerawan himself is quoted speaking supportively of those workers.

Belen Elsa Solano Lopez, who was witness # 91, is the daughter of Petitioner Silvia Lopez. During her testimony, Belen sometimes seemed disoriented, looking in odd directions away from all of the parties. Belen indicated that she was sick, but able to competently testify. (61 RT 11:9-19) Belen recalls working for Gerawan for the first time in the latter half of July 2013. (59 RT 79:12-18 and 61 RT 119:2-11) Company records show her actual start date to be on August 2, 2013. During Spring 2013, Belen worked for Home Depot in a seasonal sales associate position for two or three months. (61 RT 31:2-21) During 2010 to 2012, Belen did not do any agricultural work. (61 RT 30:21-25)

Belen's crew boss was Reynaldo Villavicencio. (59 RT 80:7-11) Belen's mother, Silvia, was also in this crew. (59 RT 80:12-14) Silvia and Belen sometimes carpooled together. (59 RT 109:18-22, 61 RT 129:6-8 and 61 RT 151:14-16) The crew typically worked in the Kerman area. (59 RT 80:15-17) Belen only worked in the vineyards, not in the trees. (61 RT 26:1-9) My detailed discussion of Belen's spotty attendance record is located in the earlier section of this decision regarding factors requiring scrutiny of Silvia's role as the decertification petitioner. While on the witness stand, Belen was somewhat evasive on this topic. Belen stated that they worked full days, but qualified her answer to saw that they did not work full days if it was hot out or if they collected signatures. (61 RT 37:21-38:7 and 61 RT 133:17-18) Belen also indicated that she missed about ten days of work related to the decertification activities such as signature gathering and protests. (61 RT 136:3-15)

In October 2013, Belen left Reynaldo Villavicencio's crew to become a checker in the grapes. (59 RT 81:3-82:23, 61 RT 132:6-10 and 61 RT 161:2-4) Belen's sister, Lucerita, also became a grape-checker in 2013. In this decision, I interchangeably use the terms "checker" and "quality control worker". The witnesses called by the General Counsel and the UFW predominantly used the former term, the witnesses called by the company and the Petitioner predominantly used the latter phraseology. Sometimes quality control was abbreviated as "QC". (61 RT 160:14-17) Any difference or disagreement in the precise name of the position is inconsequential for purposes of analyzing the position's duties. As discussed elsewhere in this decision, I find that the grape-checker positions were non-supervisory. Belen states that she was interviewed for the checker position by supervisor Lucio Torres. (59 RT 85:8-87:5 and 61 RT 56:8-10) Belen states that Lucio did not ask her how long she had worked for Gerawan. (61 RT 171:1-4) Belen testified that she earned the same hourly rate as a checker as she had previously earned in the crew of Reynaldo Villavicencio. (61 RT 26:22-27:8) For his part, Lucio Torres, who was witness # 126, states that he had as many as twenty to twenty-three grape-checkers working under him during 2013. (101 RT 72:9-12) Torres claims that he accepted every person who requested to be a grape-checker who showed up at the required training class. (101 RT 72:23-73:17)

Belen testified that she first heard about the union when she began working at Gerawan. (59 RT 91:11-13 and 61 RT 48:20-24) I discredit this testimony. It is much more plausible that Belen heard about the union from one of

her family members before she started at Gerawan. Belen indicates that her family shared their feelings about the union with her only after she started working at Gerawan. (59 RT 95:22-25) Belen states that she saw signature gathering at her crew before she had ever discussed the topic with her mother. (59 RT 97:10-17 and 61 RT 43:12-18) Belen herself began gathering signatures shortly after she started working at Gerawan. (59 RT 100:11-17, 61 RT 43:2-5 and 61 RT 144:12-23) Belen would sometimes leave with her mother before lunch to collect signatures and then thereafter not return to her crew. (61 RT 38:21-39:5)

Belen recalled that the work blockage occurred in approximately August 2013 and that the election was near Halloween in 2013. (61 RT 8:5-8 and 61 RT 21:13-22:4) Belen herself blocked several company entrances, using ladders and tape. (61 RT 8:14-19, 61 RT 9:9-12 and 61 RT 68:19-20) Later in the morning, Lucerita called Silvia and Belen to tell them that Angel had been arrested. (61 RT 12:17-23) When Silvia and Belen arrived, Angel was sitting in the back of the Sheriff's vehicle. The officer handcuffed Belen and put her in the patrol car with Angel. (61 RT 15:5-22) (61 RT 15:2-3) Belen states that she and the Deputy Sheriff "cussed" each other out. (61 RT 16:5-9 and 61 RT 19:3-5) The police then release Angel but took Belen to the jail because "she was being aggressive." (61 RT 19:9-12) Belen believes that her sister invited the media to the September 30, 2013 protest, but she was not certain. (61 RT 90:19-22 and 61 RT 91:10-17) Belen spoke to the media that day about the protest, but did not mention that she was responsible for blocking company entrances. (61 RT 84:14-17) Belen does not remember

anyone from the company offices asking if she was involved with the blockage. (61 RT 81:18-82:2) I generally discredited the testimony of Belen Solano as unreliable. Belen often gave unresponsive answers to proffered questions. Moreover, with respect to several pertinent events, Belen's memory was inconsistent and lacking in details.

22. Direct Hire Crew of Alfredo Luis Zarate

Three workers testified regarding the crew of Alfredo Luis Zarate. These workers were Alberto Bermejo, Juan Cruz Lopez, and Agustine Garcia Rodriguez. Foreman Alfredo Luis Zarate also testified at the hearing.

Alberto Bermejo, who was witness # 4, started working for Gerawan in 2011. (5 RT 78:18-19) In 2013, Alberto's crew boss was Alfredo Luis Zarate. (5 RT 79:13-15) Five or six minutes before the 8:30 a.m. morning break, Bermejo saw two women, names unknown, about nine rows away, six trees into the row. (5 RT 91:15-17, 5 RT 93:10-16, 5 RT 94:2-14 and 5 RT 120:16-20) Bermejo estimated that the peach trees were seventeen to eighteen feet apart. (6 RT 15:3-16:2) Bermejo testified that Zarate was roughly half way in between him and women. (5 RT 100:25-101:7) After the morning break was called, Bermejo spoke to the two women, and they told him they were collecting signatures to decertify the union. (5 RT 102:3-18) Given the distance and intervening objects involved, I was not persuaded that Bermejo could tell what the women were doing until he saw them after the break was called.

Juan Cruz Lopez, who was witness # 24, started working for Gerawan in 2010. (15 RT 12:10-11) I previously discussed some of his testimony in the sub-section discussing the crew of Antonio Sanchez. On a day in October 2013 when the crews of Sanchez and Zarate were near one another, Juan and his co-worker Arnulfo Lopez asked Zarate if the crews were going to get sent to the grapes. (15 RT 22:20-24:1) Juan recalled Zarate responding that he did not know, but that if they did not, it was their fault due to the union involvement. (15 RT 24:2-6)

Agustine Garcia Rodriguez, who was witness # 36, started working for Gerawan in 2010. (19 RT 8:6-13) In 2013, Garcia's crew boss was Alfredo Luis Zarate. (19 RT 9:11-13) Garcia did not personally see anyone gather signatures during work hours at his crew. (19 RT 63:17-20) Garcia became involved with the UFW and attended most of the contract negotiations. (19 RT 56:4-20) Garcia testified that Zarate told him that if the union was succeeded, the employer would take down the peach and nectarine trees. (19 RT 57:9-18 and 19 RT 60:13-18) Garcia states that during the time of the 2013 peach harvest, he and a co-worker, Alberto Bermejo, asked Zarate for permission to gather signatures during work hours, with Zarate rejecting their request. (19 RT 62:19-63:16) Garcia also recalls one instance when Zarate told him to take off his pro-UFW button. (19 RT 59:18-20)

Alfredo Luis Zarate, who was witness # 107, worked directly for Gerawan from 2008 to 2014. (84 RT 110:12-111:2) Zarate has been a crew boss during all of this time period. (84 RT 111:3-18) On the day of the September 30,

2013 work blockage, Zarate saw people blocking the entrance but did not ask them why they were blocking it. (84 RT 146:25-147:19) For the next two to three hours, Zarate did not contact anyone with the company. (84 RT 147:20-23 and 85 RT 20:19-25) Zarate's crew worked for about two more weeks after the blockage. (85 RT 17:10-13)

Zarate did not recognize the name of Juan Cruz Lopez. (84 RT 150:16-24 and 85 RT 7:16-19) However, Zarate denied telling Juan Cruz Lopez that a crew might not get work in the grapes due to its union involvement. (85 RT 6:24-7:12) Zarate recalled that both Bermejo and Garcia would wear UFW attire. (85 RT 19:15-20:3 and 85 RT 36:5-25) Zarate also denied telling Agustine Garcia Rodriguez that the employer would cut down the trees if the union succeeded. (85 RT 8:22-25) Lastly, Zarate denied telling Agustine to take off his pro-UFW button. (85 RT 9:10-13)

Zarate confirmed that Alberto Bermejo and Agustine Garcia Rodriguez asked him for permission to gather signatures during working hours. (85 RT 61:6-18) Zarate told them that they could collect signatures during the break times or rest times, but not during working hours. (85 RT 61:19-23)

I found that Juan Cruz Lopez and Alfredo Luis Zarate were both generally credible witnesses. As to the alleged conversation between the two of them, I credit Zarate's testimony as the more persuasive of the two. I also credited Zarate's testimony that he did not ask Agustine Garcia Rodriguez to remove his pro-UFW button.

23. Direct Hire Crew of Estella Aceves

Gisela Judith Castro Lopez, who was witness # 92, worked directly for Gerawan from 1998 through 2014. (60 RT 8:12-21) In 2013, her crew boss was Estella Aceves. (60 RT 8:22-23) In 2013, Estella's crew was large, with approximately eighty workers. (60 RT 131:5-7) Her husband is crew boss is Bartolo Ortiz, who was witness # 101. (79 RT 21:25-22:5) Gisela decided to unite with Angel Lopez to collect signatures and distribute flyers. (60 RT 14:21-24) She would get the flyers from Silvia Lopez and others. (60 RT 14:3-10) The group that organized a lot of the signature gathering included herself, Silvia Lopez, Angel Lopez, Jovita Eligio, Clara Cornejo and Virginia Chariez. (60 RT 146:12-147:3)

Gisela testified that she remembered a meeting before the blockage where a tall, blonde "American man" came and donated professionally printed posters in English. (60 RT 73:1-13, 60 RT 74:5-9 and 60 RT 75:6-8) Gisela only speaks Spanish, but co-workers told her that the signs said "we want to vote". (60 RT 6:1-3 and 60 RT 73:14-18) Gisela did not know the man's name, but recalls him saying that he represented an organization. (60 RT 75:21-24) On that occasion, the tall, blond American man also took t-shirts to them. (60 RT 74:7-9)

Gisela stated that she and other workers, including Silvia Lopez and Angel Lopez, planned the work blockage. (60 RT 16:14-17:3) They knew that they had a limited amount of time in 2013 to collect signatures for the second petition. (60 RT 82:10-13) Gisela suggested using the Gerawan colored tape or ribbon that was used at work, which she had available in her van. (60 RT 19:3-21:2 and 60 RT

137:1-17) Gisela gave six rolls of the tape to Angel Lopez. (60 RT 21:16-22 and 60 RT 88:4-16) A similar roll of red tape was marked as Exhibit GCX-76. (60 RT 138:14-139:24) When she left early on the day of the blockage, he husband did not notice because he had been drinking the evening before. (60 RT 120:16-22) On the day of the blockage, Gisela was there for a few hours, and she gathered more signatures than she had ever gathered in her life. (60 RT 22:5-14) Gisela also saw Silvia Lopez gathering signatures that day. (60 RT 89:11-14) Even as her crew boss arrived at the block entrance, she and Angel Lopez were collecting signatures. (60 RT 86:1-15 and 60 RT 109:9-13) No one from the company ever asked her to move her car that was blocking an entrance. (60 RT 87:15-17) However, there was a "neighbor" who had a house near there who told them to move a car because it was blocking his entrance to his property. (60 RT 87:19-21 and 60 RT 116:18-117:10) The neighbor threatened to call the police. (60 RT 117:23-24) On the day of the blockage, Gisela also distributed flyers. (60 RT 24:7-10)

The group doing the blockage "agreed that [they] weren't going to tell the truth, ever." (60 RT 16:18-19, 60 RT 81:18-20 and 60 RT 101:10-25) After the work blockage, Gisela told her husband about her involvement. (60 RT 121:7-15 and 60 RT 123:25-124:8) Bartolo responded that he did not want Gisela getting involved, and did not want any problems. (60 RT 121:13-15) After Silvia Lopez was interviewed by the ALRB Regional Office staff, she told Gisela "that she had denied everything because that's what [they] had agreed upon". (60 RT 103:1-9) Gisela indicated that when she was interviewed by Silas Shawver, she lied and

denied having anything to do with the blockage. (60 RT 104:1-6 and 60 RT 106:15-20) Gisela then told Silvia Lopez that she had lied to Silas Shawver. (60 RT 150:25-151:3) Gisela testified that she lied to Shawver because she and the other workers do not trust him. (60 RT 104:8-14) Gisela states that Shawver also "spooked" her children and little dog. (60 RT 104:11-14)

I credited all of Gisela Castro's testimony, including those topics where it directly contradicted the testimony of Silvia Lopez.

24. Testimony of Angel Lopez (Petitioner's Son-in-Law)

Angel Lopez, who was witness # 98, worked directly for Gerawan from 2009 through 2014. (71 RT 11:23-25) Angel testified that, "I am blessed to work at that great company." (71 RT 10:20-22) His wife is Lucerita Lopez, who is the daughter of Petitioner Silvia Lopez. (71 RT 25:4-7 and 71 RT 25:16-21) Angel could not remember the first year that Lucerita worked for Gerawan. (74 RT 81:14-16) From 2009 to 2015, he and his wife lived in the same home as Silvia Lopez and Mario Montes. (73 RT 163:16-21) In 2013, his crew bosses included Bartolo Ortiz, Juan Berdejo and Francisco Maldonado. (71 RT 11:5-11) For three months, Angel also worked as a forklift driver directly for supervisor Lupe Elizondo. (71 RT 126:13-128:7)

In December 2012, Angel played soccer with some of his work colleagues and they asked him about the union. (71 RT 21:25-22:11) Angel explained that when a student asks a teacher a question, they must be prepared, so he investigated the issue. (71 RT 18:14-23) When Angel has questions, he tries to ask

people who are at least twice his age. (71 RT 23:12-13) Angel spoke with his wife's grandfather, Mario Lopez, who told him that unions are good for nothing and steal from people. (71 RT 24:16-25:3) Specifically, Mario Lopez told him that "some people prepare or educate themselves to steal from the poor". (71 RT 27:7-8) Mario Lopez is the father of Silvia Lopez. (71 RT 26:24-27:1) None of the parties called Mario Lopez as a witness. Silvia Lopez told him that the union was a bunch of crooks and, on top of that, the union was against the immigrants. (73 RT 161:6-18)

A co-worker invited Angel Lopez to a half-hour long meeting in Fresno where he saw both Armando Elenes and Jose Erevia. (71 RT 31:12-14, 71 RT 33:21-23 and 71 RT 37:1-2) Angel does not remember the co-worker's name. (71 RT 42:8-12) Armando Elenes told Angel that he could not sit at a particular table, but rather needed to sit in the corner. (71 RT 31:6-11) Angel was offended by that requirement. (71 RT 38:4-8) Angel recalls that the meeting was held in English and the parties negotiated regarding the workers like they were "some small animals". (71 RT 32:19-23) The same unnamed co-worker later invited him to a subsequent meeting in Modesto. (71 RT 42:4-7)

Silvia Lopez drove Angel, Lucerita and Felix Eligio to the Modesto meeting in her Toyota Avalon. (71 RT 46:4-47:6) At the time, Silvia did not work for Gerawan. (71 RT 52:18-20 and 74 RT 35:25-36:4) They went to the wrong location, but they ran into this "great person, Paul [Bauer], the attorney". (71 RT 48:2-7) The group then went to the correct location, but was not permitted to enter. (71 RT 48:17-18) They then asked for Paul Bauer's help and he gave them an

appointment at his Fresno office. (71 RT 48:19-22 and 71 RT 49:21-25) Angel went to the meeting with Paul Bauer, along with Silvia, Lucerita, Belen Solano, Jovita Eligio Hernandez, Rosa Madrigal and Martina. (71 RT 57:13-59:14) Paul Bauer told them that he wanted "one person to be in front of all of this". (71 RT 65:15-16) Bauer ultimately just represented Silvia as the Petitioner. (71 RT 66:20-23)

The group then took the initiative to gather signatures to decertify the union. (71 RT 119:20-21) Angel himself collected signatures on between ten and twenty different days. (71 RT 123:16-20) Approximately three of the times when Angel went to collect signatures, he wore a laminated name badge with the words "Gerawan Farming" on it. (73 RT 138:22-139:1) Some of the other signature gatherers, including Silvia Lopez, had a similar badge. (74 RT 91:7-15) Exhibit GCX-83 is a photograph of Angel Lopez wearing that badge. (Exhibit GCX-83) On one day, Angel and Rolando Padilla took off from work to go to different crews to recruit signature gathering help. (71 RT 130:9-25) Angel tried to identify possible sympathizers by asking them "Are you willing to give three percent, to give away your money, or would you rather open up an account for your child so that there's money when he's older?" (73 RT 123:12-18)

Angel was disappointed in Silas Shawver because Shawver denied their petition. (71 RT 135:16-17) Angel and some of his closest co-workers then decided to block the company entrances. (71 RT 141:16-20) Angel called approximately six co-workers and they then called approximately nine more co-

workers. (71 RT 142:20-143:8) Three of the people that Angel called were Felix Eligio Hernandez and two of Felix's relatives. (71 RT 143:9-23) In the calls, he and the co-workers planned blocking the company entrances to achieve the work stoppage. (71 RT 147:12-16) Angel spoke with Silvia Lopez before he called the other people. (71 RT 144:14-21) One of the reasons that they did the blockage was because they had a short period of time to collect the signatures.[38] (71 RT 145:16-146:4 and 74 RT 60:3-10) Jovita Eligio Hernandez told him that they were able to collect over one thousand decertification petition signatures on the day of the work blockage. (74 RT 69:3-6)

On the day of the blockage, Angel's co-workers told the police that Angel was in charge of the work blockage. (74 RT 72:5-11) On that day, a police officer told him that he needed to move the cars blocking the company entrances. (73 RT 20:22-25) When Angel tried to move his personal car, it would not start. (73 RT 21:7-8) The police officer then told Angel to get out of his car and handcuffed him. (73 RT 21:11-13) Shortly thereafter Silvia Lopez and Belen Solano arrived. (73 RT 24:23-25) Angel described Belen as having a "very aggressive nature". (73 RT 25:2-4) Later that day, at the protest, Angel saw ALRB field examiner Salvatore Alatorre driving a van displaying the ALRB logo near the protesters. (73 RT 45:21-22) Some of the protesters began pounding and banging on the van. (73 RT 46:7-9)

[38] On the day of the blockage, September 30, 2013, at 9:53 a.m., Petitioner's attorney Paul Bauer issued a press release about the protest, stating the location of the protesting workers and noting that the workers were gathering signatures. (See Exhibit GCX-39, bates number 0007300)

Angel states that he was the last person to leave the protest that day. (73 RT 47:23-25)

Angel testified that next they decided to go to talk to the ALRB in Sacramento because they knew that they could not trust Silas Shawver. (73 RT 50:14-16) Silas Shawver even refused to let the protesting workers use the bathrooms at the Visalia office because he said that there were too many workers there. (73 RT 50:18-19 and 73 RT 129:15-17) In 2014, Angel was interviewed by the ALRB Regional Office staff, in the presence of Petition's legal counsel. (73 RT 51:8-19 and 74 RT 38:4-9) During this interview, Angel lied to the ALRB Regional Office staff, and told them that he was not involved with blocking the entrances to the company's fields. (73 RT 51:20-52:1) Angel stated that he lied because Silas Shawver had lied to the workers and wouldn't do anything for them. (73 RT 52:5-12) In his testimony, Angel emphasized that, if he was under the same circumstances, he would lie again to Silas Shawver. (73 RT 124:24-125:5, 73 RT 129:25-130:3 and 74 RT 37:15-21)

Angel Lopez testified that he never told his mother-in-law that he was interviewed by Silas Shawver. (74 RT 85:3-6) Nor did Silvia Lopez tell him that the ALRB staff had interviewed her. (74 RT 84:18-85:2) Nor did Angel ever have such discussions with Jovita Eligio Hernandez or Gisela Castro. (74 RT 85:11-24) I do not believe Angel's testimony on this topic. At a minimum, I am confident that Angel and Silvia discussed with each other the circumstances of their investigative interviews by the ALRB Regional Office staff.

Silvia Lopez arranged the October 2, 2013 trip to Sacramento "some days prior". (73 RT 56:5-7) At this juncture, Angel may have been directly working for supervisor Lupe Elizondo. (73 RT 62:23-63:2) Silvia told Angel that "Barry Bedwell" had donated the seven or eight buses that were parked outside the company office. (73 RT 54:13-56:21 and 74 RT 71:16-18) In Sacramento, they went to the ALRB and then the Capitol. (73 RT 58:18-19) Outside the ALRB building, they were met by Antonio Barbosa and a "very nice" lady. (73 RT 59:1-3) Only the workers with California identification were allowed to enter the ALRB building. (73 RT 59:14-17) Angel heard that those workers were told that they needed to talk with Silas Shawver in Visalia. (73 RT 59:21-23) The workers then went to see the Governor. Angel testified that when he opened the door, all he saw was officers laughing. (73 RT 60:5-10) Then six or seven workers were allowed to go in to speak with a staff person. (73 RT 60:16-20) Afterward, the workers also knocked on the doors of Members of the State Legislature. (73 RT 61:1-3) Angel testified that, on this trip to Sacramento, attorney Joanna MacMillan brought food to all of the workers. (74 RT 80:1-4 and 74 RT 82:21-83:7)

After the second petition was denied, Angel and some of his co-workers hid some of the tractors and wheelbarrows to facilitate another Visalia protest. (73 RT 64:12-67:20, 73 RT 69:13-14 and 74 RT 71:23-72:1) An upset supervisor, "Gus" or "Gustavo", came by and asked who was responsible and his co-workers responded "Angel". (73 RT 70:1-7 and 73 RT 73:21-22) Angel heard the supervisor on his cellphone mention his name, "Angel Lopez". (73 RT 70:25-71:1)

Angel said that he was hiding and afraid because Gustavo was tall and knew karate. (73 RT 70:8-17 and 73 RT 71:3-5) Angel and his wife then left for Visalia. (73 RT 75:10-12) Angel believes that approximately nine hundred workers protested at the ALRB Regional Office in Visalia that day. (73 RT 77:25-78:2) Angel was never disciplined by the company for his role in either the blockage of company entrances or the hiding of company equipment. (73 RT 146:14-17)

Angel testified that there was one time prior to the election when he was interviewed by Univision. (73 RT 103:22-104:7) Angel knew that Gisela Castro was married to foreman Bartolo Ortiz and that Rolando Padilla was the brother of foreman Jesus Padilla. (74 RT 84:7-17) Angel recalled receiving a t-shirt that said "No UFW" on it prior to the election. (74 RT 83:8-14) Angel also testified that he received a DVD from the company regarding the union, but Angel threw the DVD away without watching it. (74 RT 17:7-25)

25. Testimony of Jorge Rueda

Jorge Rueda, who was witness # 15, worked at Gerawan from 2006 to 2013. (11 RT 162:23-163:5) When Rueda worked directly for the company, he was a non-supervisory worker. In 2013, during the summer and fall months, Rueda was a crew boss from a farm labor contractor called Ramirez and Sons. (11 RT 164:14-25 and 32 RT 7:7-11) His crew had between fifty and sixty workers. (11 RT 165:4-6 and 32 RT 7:24-8:1) By the time that Rueda met with ALRB Regional Office staff, he worked for a different farm labor contractor, Mid-Valley, which did not work on Gerawan properties. (11 RT 249:13-252:21 and 32 RT 65:8-11)

In spring 2012, Rueda recalled receiving a leaflet from the company about the union. (32 RT 12:4-8) On cross-examination, Rueda corrected himself and noted that it was spring 2013 when he had received this leaflet. (32 RT 68:20-24) When Rueda was a crew boss, two women, Jovita Eligio Hernandez and Virginia Chairez, came to his crew during work hours soliciting decertification petition signatures. (32 RT 12:18-14:9) None of the parties called Virginia Chairez as a witness. Rueda heard the women tell his crew members to sign a paper to get rid of the union. (32 RT 15:16-20) By the time Rueda saw the two women, they appeared to be finishing up, and he only saw them there collecting signatures for five to ten minutes of work time. (32 RT 17:15-18:7 and 32 RT 51:4-8) At no time did Rueda ask the women to leave. (32 RT 20:17-18) In fact, Rueda testified that he signed a paper for Chairez before she explained to him the paper's purpose. (32 RT 27:7-15) In the brief moment before they left, Rueda did not ask them to remove his signature from the paper. (32 RT 114:5-20)

Rueda testified as to a second occasion when Silvia Lopez came to his crew collecting signatures, arriving ten minutes after the lunch hour had ended. (32 RT 20:19-23:8) Silvia was there for about fifteen minutes and told Rueda that she could not talk with him. (32 RT 24:20-25:2) Rueda estimated that Silvia collected fifteen signatures because that all of these workers came up to talk with him afterwards. (32 RT 54:1-25) Rueda also heard supervisor Lupe Elizondo tell a co-worker that if the union came in, the company would remove all of the vineyards. (32 RT 35:10-25)

On November 1, 2013, which was Rueda's birthday, he was working as a direct hire employee for the company. (11 RT 261:24-262:1) Rueda worked in the crew of Juan Berdejo. (11 RT 257:20-21 and 32 RT 76:23-77:1) Rueda saw company entrances blocked with cars, tractors and red tape. (11 RT 256:8-12 and 11 RT 263:12-15) Berdejo told Rueda that they were going to a protest in Visalia. (11 RT 257:22-24) Rueda saw supervisor Gasol and grape-checker Virginia Chairez directing people to go to the protest. (11 RT 260:8-17) I discredited this testimony because there was no other testimony that workers' cars were used to block company entrances on November 1, 2013, just on September 30, 2013.

While I believe that Jovita and Chairez came to Rueda's crew to gather signatures in 2013, and that there was a protest on November 1, 2013, I found the remainder of Rueda's testimony too unreliable to credit. Moreover, Rueda's farm labor contractor crew was no longer working at Gerawan by the time of the election.

26. Testimony of Sandalio Ruperto Santos

Sandalio Ruperto Santos, who was witness # 40, worked in 2013 for a farm labor contractor called R & T Grafting, owned by Rosa Zepeda, who was witness # 52. (20 RT 190:13-191:9 and 28 RT 109:5-110:2) His crew only worked on Gerawan property for two or three weeks. (20 RT 190:1-12) Santos only recalls the foreman's first name, Sylvano. (20 RT 191:17-20) Santos recalls his foreman asking him to sign a paper to get rid of the union. (20 RT 192:23-193:7) Santos is a long-time friend of UFW organizer Antonio Cortes. (20 RT 212:13-23 and 20 RT 214:22-25) None of the parties called Sylvano as a witness. While no testimony

was presented to contradict Santos' testimony, I did not find it sufficiently detailed or reliable to credit it. Moreover, Sylvano's farm labor contractor crew was no longer working at Gerawan by the time of the election.

M. Meetings for Training and Advocacy

There were several types of training and meetings that warrant mention. First, both the company and the ALRB provided training to Gerawan workers regarding issues related to the Agricultural Labor Relations Act. Second, the company conducted multiple waves of captive audience meetings with the non-supervisory workers, including a later wave which directly urged the workers to vote "No Union".

1. Training Meetings

Jose Erevia, who was witness # 99, was the Gerawan Employee Outreach and Regulatory Compliance Manager. (74 RT 105:10-13) Erevia explained that his position included a lot of human resources functions. (74 RT 110:6-8 and 74 RT 112:10-22) Starting in approximately the year 2000, Erevia reported directly to Dan Gerawan and Mike Gerawan. (74 RT 111:11-16) Erevia indicated that in the past couple years, the owners and their legal counsel have had increased demands for information related to the union presence. (74 RT 114:1-13) Erevia testified that the company did not have a written version of an organizational chart. (74 RT 132:22-25)

Erevia explained that the chain of command is the owners, then the managers, then the supervisors, and then the crew bosses. (74 RT 132:21-143:5)

While the parties stipulated that crew bosses are statutory supervisors, Erevia made clear that the crew bosses had the authority to interview and recommend the hiring of workers, to re-hire workers, to select an assistant crew boss, to request discipline, and to direct work assignments. (74 RT 147:4-148:9) The peach tree crews typically had between twenty-five and forty workers. (74 RT 150:7-14) In the vineyards, the crews typically had between thirty and sixty-seven workers. (74 RT 152:12-13) The crews in the vineyards would sometimes be split in half with the crew boss typically supervising the workers packing the grapes, and an assistant crew boss supervising the workers picking the grapes inside the vineyards. In October 2012, Dan Gerawan told Erevia that he was going to need to decide whether or not that he would recognize the union. (75 RT 209:15-17)

Over a two-day period, Erevia went to most or all of the crews and read a script. (75 RT 35:1-36:18) In the meetings and the flyers, workers were told that they could take their questions to Erevia. On November 16, 2012, Erevia held meetings with supervisors and crew bosses and told them to refer all worker questions about the union directly to him. (75 RT 87:19-88:4 and Exhibit R-2) There were also meetings on April 10, 2013, August 22-24, 2013, and September 12, 2013. (75 RT 98:6-127:19; see also Exhibits R3-R8, Exhibits GCX-77 and 85, and Exhibit U-11)

At the August 24, 2013 meeting, ALRB Visalia Regional Director Silas Shawver made an hour-long presentation to the supervisors and crew bosses. (75 RT 121:20-122:25 and 94 RT 48:25-49:1) In late August 2013, Erevia also

coordinated with Shawver to provide training to the non-supervisory workers. (76 RT 76:12-18)

Erevia also testified as to meetings when Dan and Norma Gerawan visited the crews in late September 2013. (75 RT 138:8-9) On the morning of the blockage, Erevia did not call any crew bosses.[39] (77 RT 108:15-19) Jose Erevia, Oscar Garcia and others also had meetings with the crews during the time period of October 30-31, 2013. (76 RT 13:2-14:12) Erevia stated that he was not present when Labor Relations Institute consultant Evelyn Fragoso spoke with the crews. (76 RT 17:6-12) Erevia also testified that he was not involved in the distribution of the company DVD urging workers to vote "No Union". (76 RT 157:22-25)

Silas Marvin Shawver, who was witness # 118, became a licensed attorney in 2006 and began his employment with the ALRB on April 30, 2012.[40]

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[39] However, crew boss Sonia Martinez indicated that Erevia had a conference call with a large number of crew bosses that morning, a meeting that was confirmed by subsequent testimony. (80 RT 75:21-78:9) The company took the position that the contents of that conference call, and the written statements completed by crew bosses, were attorney-client privileged material. After a lengthy discussion of the matter, the parties were given the opportunity to file briefs on the issue. (82 RT 34:15-44:24) Ultimately, I found the privilege to apply to both the contents of the conference call and to the contents of the crew boss statements handwritten on the day of the blockage. (*See* California Evidence Code section 954; California Code of Civil Procedure section 2018.030; also *Coito v. Superior Court* (2012) 54 Cal. 4th 480) This privilege is typically only waived if the company puts the content of the conversation at issue in the case, e.g., using advice of counsel as a legal defense to wrongdoing.

[40] In my Prehearing Conference Order dated September 12, 2014, I allowed both Regional Director Silas Shawver and Petitioner's counsel Anthony Raimondo to remain as lead counsel even though both were expected to be called as witnesses during the course of the hearing. My Order prohibited counsel from examining or cross-examining witnesses whose testimony would foreseeably overlap with their own

(Footnote continued....)

(94 RT 106:13-16 and 94 RT 96:5-11) Shawver became the ALRB Visalia Acting Regional Director in January 2013 and became the permanent Regional Director in mid-August 2013. (94 RT 112:3-12) Shawver testified that he is fluent in Spanish. (94 RT 24:1-4)

Shawver was the only ALRB staff present for the August 2013 training of the Gerawan statutory supervisors. (94 RT 12:9-12, 94 RT 49:2-6, and 94 RT 114:8-12) This training was actually done in two separate meetings covering the same material, with some supervisors attending the meeting in Kerman and the others attending the meeting in Reedley. (94 RT 22:22-23:4 and 94 RT 75:7-13) Erevia was present for the two meetings with the crew bosses. (94 RT 76:19-20)

(Footnote continued)
testimony. This ruling was necessary to avoid a substantial continuance in this matter. For the future, however, I have serious reservations regarding a Regional Director serving as the General Counsel's lead prosecutor in an election matter. Pursuant to ALRB Regulation section 20370, subdivision (c), a Regional Director may participate in an investigative hearing to the extent necessary to ensure that the evidentiary hearing is fully developed. In the case of a consolidated election case, the election objections and unfair labor practice allegations are often inextricably intertwined. By assuming the "hat" as the General Counsel's lead prosecutor in a consolidated election case, the Regional Director may simultaneously become an unadulterated advocate for one side over the other as to the election objections, which then undermines the Regional Director's ability to be persuasive as a potential percipient witness. I will further note that, throughout the hearing, ALRB regional attorneys and UFW counsel would often pass post-it notes back and forth to one another. Regional attorneys and UFW counsel would also sometimes huddle during short breaks in the testimony. I am certainly not suggesting that this collaboration is inherently inappropriate in all instances when you have a government prosecutor and a charging party. However, the record should make clear, should the General Counsel and UFW attempt to characterize their litigation strategy as completely independent, that portrayal would be inaccurate.

Shawver prepared an outline for the meeting, but testified that he did not still have that outline. (94 RT 24:21-25:12)

Teams of ALRB staff were used to meet with the non-supervisory workers. (94 RT 80:8-20 and 94 RT 114:16-17) There were no company supervisors present when the teams met with the non-supervisory workers. (94 RT 85:22-86:6) Shawver testified that the teams explained about the ALRB as an agency, its role, the workers' rights, and how workers could contact them. (94 RT 92:3-14) Shawver also testified that the teams gave the workers a short flyer discussing their rights and options, and providing contact information for the ALRB. (94 RT 89:4-17)

I generally credited Shawver's testimony as to the content of this training, but I am skeptical that he would not have retained his outline for such a high-profile matter.

2. Advocacy Meetings

Oscar Garcia Bonilla, who was witness #116, worked for Gerawan from September 2010 through September 2014. (91 RT 8:22-24 and 91 RT 10:23-24) Garcia served as Gerawan's human resource director. (91 RT 10:7-9) Dan Gerawan was Garcia's immediate supervisor. (91 RT 46:20-23) Gerawan told him many times that it was important that the workers get a chance to vote on whether or not to be represented by the union. (91 RT 117:9-24) Gerawan also expressed that view in company press releases. (91 RT 117:23-24) Garcia is unaware of any company investigation as to the blockage of company entrances. (91 RT 110:12-16)

Garcia testified that he and Jose Erevia made presentations to forty or fifty crews about how the union dues would impact their wages. (91 RT 15:9-21, 91 RT 72:1-11 and 91 RT 74:12-16)

In a later wave of captive audience meetings, Garcia also introduced Labor Relations Institute consultant Evelyn Fragoso to approximately fifty crews. (91 RT 26:17-27:15) These were mandatory work-time meetings. (91 RT 102:14-103:12) Fragoso told her story of how she used to be a union organizer, why she was opposed to the unions, and that the unions made false promises. (91 RT 60:19-20, 91 RT 61:22-25 and 91 RT 102:12-13) There was also a DVD produced and distributed. Dan Gerawan directed Garcia to work with the Labor Relations Institute to produce this DVD. (91 RT 22:4-11) The DVD conveyed the ownership's opinion or preference about the election results. (91 RT 20:22-21:7) The ownership's message was that they preferred that the workers vote against the union. (91 RT 21:8-12) The DVD is exhibit U-9. The DVD had a sleeve that was exhibit U-10. Garcia watched the DVD multiple times before it was disseminated. (91 RT 124:24-113:2) The company distributed approximately two thousand DVDs directly to the field workers. (91 RT 28:4-8 and 91 RT 34:2-5)

When I asked Dan Gerawan if he remembered if the DVD had a no union sign with a slash through it, Gerawan answered that he would be "shocked" if anything like that was in the DVD. (64 RT 81:22-25) Gerawan then added that he would be "shocked" and "surprised" if the DVD had a message to vote against the union. (64 RT 82:1-10) Garcia flatly refuted Gerawan's testimony. Once the DVD

was completed, Garcia emailed a link to the DVD to Dan Gerawan for his approval. (91 RT 25:12-16 and 91 RT 32:14-16) Even before that, the script had been emailed to Gerawan. (91 RT 69:1-9) Upon further examination, Garcia repeated that Gerawan approved the DVD. (91 RT 39:20-41:18) Even before seeing the script, Garcia knew that the message would be to oppose the union because the company preferred to deal directly with the workers. (91 RT 81:14-23)

I generally credited the testimony of Oscar Garcia. With respect to Dan Gerawan's knowledge of the content of the DVD, I specifically credit the testimony of Oscar Garcia and discredit the testimony of Dan Gerawan. Dan Gerawan would not have sent two thousand DVDs to his workers without first watching it. Garcia first sent the script, and later the link to the final product, directly to Dan Gerawan for his review and approval. Gerawan approved it. While Garcia was not standing over Gerawan's shoulder when he reviewed the script and final product, I do not believe that Gerawan would have approved the DVD without reviewing either the script or the final product. Nor do I believe that this is just a memory lapse on Dan Gerawan's part. Rather, I find that Dan Gerawan was being dishonest in his testimony expressing shock and surprise that the DVD urged the workers to vote "no union".

N. Wall Street Journal Article

In a September 2013 Wall Street Journal article, Dan Gerawan is quoted as saying "I don't think [the company] will survive" if the Governor signs Senate Bill 25. The article, which appears to be an editorial or opinion piece,

authored by Allysia Finley, explains that Dan Gerawan and his brother still toil in the fields alongside the workers, but that a union contract may force them out of business. Dan Gerawan testified that, in a telephone conversation, he told Finley that part of her piece was "not an accurate portrayal", but conceded that he had originally said that Senate Bill 25 "could put [them] out of business". (62 RT 86:13-88:1) Gerawan later posted this article on his company's website. (62 RT 88:2-4 and 67 RT 44:24-45:1) There is no evidence that the posting included a Spanish-language translation of the article. Gerawan testified that he did not actually believe that his company would go bankrupt if the mediator's proposed contract was imposed. (67 RT 45:5-9) There was no evidence presented that the workers actually read this article, nor that the workers were influenced by it.

ANALYSIS AND CONCLUSIONS OF LAW

The decertification process gives workers an opportunity to reject union representation. (California Labor Code section 1152) It is an unfair labor practice for an agricultural employer to interfere with agricultural employees in the exercise of organizing, unionization or decertification. (California Labor Code sections 1152 and 1153, subdivision (a).) Interference and coercion does not turn on the employer or supervisor's motive or success, but rather whether it can be reasonably said that the misconduct tends to interfere with the free exercise of worker rights. (*Merrill Farms v. ALRB* (1980) 113 Cal.App.3d 176, 184; *M.B. Zaninovich v. ALRB* (1981) 114 Cal.App.3d 665, 679)

I am well aware that the length of the General Counsel's investigation in terms of months puts more distance between actual events and the date of testimony. This in turn makes it more difficult for witnesses for all parties to have a precise recollection of minor details. The recollection of those minor details sometimes plays a critical role in an administrative law judge's assessment of witness credibility when two witnesses describe mutually exclusive scenarios. A very long hearing such as this one, spanning one hundred and five days, and with one hundred and thirty witnesses, also means that the administrative law judge is forced to compare the testimony of one witness who testified in October 2014 with another witness who testified in March 2015. Ironically enough, I am confident that these concerns have minimal impact on my ability to make many of the critical factual findings and analysis. The reason for this is because many of these facts are, more or less, ultimately undisputed by the parties.

A. IN OCTOBER 2013, THE CALIFORNIA FRESH FRUIT ASSOCIATION AND BARRY BEDWELL GAVE TWENTY THOUSAND DOLLARS TO PETITIONER SILVIA LOPEZ TO SUPPORT THE DECERTIFICATION EFFORT

The direct financial support from Barry Bedwell and the California Fresh Fruit Association to Petitioner Silvia Lopez is undisputed. By inviting her to Sacramento, Dan Gerawan introduced Silvia Lopez to Barry Bedwell. Barry Bedwell and the California Fresh Fruit Association, an association of agricultural

employers, later gave twenty thousand dollars to Petitioner Silvia Lopez to support the decertification effort. By this time, Petitioner Silvia Lopez had a veritable bevy of attorneys, including Anthony Raimondo, Joanne MacMillan and Paul Bauer. The California Fresh Fruit Association is a sophisticated entity with its own legal counsel and lobbyists. Silvia's legal team allowed her to knowingly accept twenty thousand dollars from an association of agricultural employers, one of which Gerawan itself was a dues-paying member, to pay for buses, food and t-shirts. There can be no doubt of widespread dissemination of news of the bus trip and meals. The visual image of the t-shirts purchased by the Fruit Association also surely spread to most or all of the work force in a forceful cascade effect.

California Labor Code section 1155.4 states as follows:

1155.4. It shall be unlawful for any agricultural employer or association of agricultural employers, or any person who acts as a labor relations expert, adviser, or consultant to an agricultural employer, or who acts in the interest of an agricultural employer, to pay, lend, or deliver, any money or other thing of value to any of the following:

(a) Any representative of any of his agricultural employees.

(b) Any agricultural labor organization, or any officer or employee thereof, which represents, seeks to represent, or would admit to membership, any of the agricultural employees of such employer.

(c) Any employee or group or committee of employees of such employer in excess of their normal compensation for the purpose of causing such employee or group or committee directly or indirectly to influence any other employees in the exercise of the right to organize and bargain collectively through representatives of their own choosing.

(d) Any officer or employee of an agricultural labor organization with intent to influence him in respect to any of his actions, decisions, or duties as a representative of agricultural employees or as such officer or employee of such labor organization.

The California Court of Appeal has provided a detailed discussion of the history and purpose of California Labor Code section 1155.4. (*United Farm Workers of America v. Dutra Farms* (2000) 83 Cal. App. 1146) In that case, a group of two agricultural employers provided a worker group opposing the UFW both $500 in cash and $1,163 in the form of portable toilet rentals for a protest. (*Id.* at 1150) After noting that Section 1155.4 was enacted as part of the Agricultural Labor Relations Act ("ALRA"), and the ARLA's modeling after the National Labor Relations Act, the court explains that Section 1155.4 was modeled after 29 United States Code section 186. (*Id.* at 1153)

In finding Section 1155.4 applicable to the facts before it, the court expressed the importance of avoiding a loophole that would undermine the ALRA's purposes. (*Id.* at 1155) The court points out that California Labor Code section 1140, subdivision (c), states that the term "agricultural employer" shall be liberally construed to include any association of persons engaged in agriculture. (*Id.*) In the instant case, Barry Bedwell testified under oath that the California Fresh Fruit Association is "an association of agricultural employers". (33 RT 290:9-12) The court also notes that federal courts have applied 29 United State Code section 186 expansively so that its goals are strengthened rather than weakened. (*Id.* at 1156) The court also rejected the argument the Section 1155.5 unconstitutionally infringes upon free speech rights of employees and employers to make and solicit donations. (*Id.* at 1160) Finally, the court notes that while Section 1155.4 describes violations

as "unlawful", the same misconduct may also be considered an unfair labor practice under the broad definitions of unfair labor practices in Section 1153. (*Id.* at 1162)

B. FROM AUGUST 12, 2013 TO OCTOBER 20, 2013, GERAWAN GAVE SILVIA LOPEZ A "VIRTUAL SABBATICAL" TO FACILITATE CIRCULATION OF THE DECERTIFICATION PETITIONS

The Board has affirmed that an extended leave of absence from work to circulate petitions may comprise unlawful company assistance. (*Abatti Farms, Inc.* (1981) 7 ALRB 36) The Gerawan employment manual states that no leave of absence may be taken without advance written approval by the Company. (Exhibit GCX-47, bates number 0008565) The manual also provides for possible discipline in instances of excessive absences, tardiness, or long lunch breaks. (Exhibit GCX-47, bates number 0008557) It also bans the solicitation or distribution of literature during work hours on company property except as authorized by the company or the law. (Exhibit GCX-47, bates number 0008551) Exhibit R-13 is the Spanish version of Exhibit GCX-47

In the instant case, it is undisputed that, for the ten week period from August 12, 2013 to October 20, 2013, Lopez only worked an average of 8.3 hours per week, when other workers were working fifty hour weeks. During this time, Lopez was a visible and regular presence on company property collecting signatures. Silvia's daughter Belen assisted her in collecting signatures. From, August 12, 2013 to September 15, 2013, Belen only worked an average of 9.7 hours per week. At one

point, Belen had missed forty out of fifty-four days. It was thus evident to their colleagues that Silvia and Belen could miss work with impunity, but still travel almost at will upon company property. Belen was a new Gerawan employee and Silvia had not worked there for years. Even when Silvia brought a minor child on company property, she was not disciplined. Yet Innocensio Bernal, who worked in the same crew, lost his position by simply taking off two days in a row. The company did not call crew boss Reynaldo Villavicencio as a witness to try to explain this disparate treatment.[41] But when the UFW requested the company to allow three or four workers to leave early to attend a negotiation session, the request was denied.

C. WHEN THE PETITIONER WAS ALMOST OUT OF TIME TO COLLECT NEEDED SIGNATURES BEFORE THE 2013 PEAK SEASON ENDED, THE COMPANY ALLOWED HER TO PHYSICALLY BLOCK THE COMPANY ENTRANCES AND TO COLLECT ONE THOUSAND SIGNATURES DURING WORK HOURS THAT DAY

Due to the impending winter season, Silvia Lopez and her legal team knew that they had a limited amount of time to collect signatures in 2013 before it was no longer a time of "peak" agricultural employment. Rather than waiting until

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[41] A party's failure to explain why it did not call an important witness may support drawing an adverse inference. (*Martin Luther King, Sr. Nursing Center* (1977) 231 NLRB 15, footnote # 1)

spring 2014, Silvia Lopez, her son-in-law, and other key signature gatherers set up a plan to physically block company entrances, with their personal cars, ladders and a flimsy colored ribbon that was used to mark trees. I do not find that the company knew about the blockage until it actually occurred. However, some of the crew bosses acknowledged being able to tell that it was the anti-union protesters who blocked specific company entrances. Under the totality of the circumstances, that was the only plausible conclusion. Most of the crew bosses did not even bother to ask the workers why the entrances were physically blocked. Almost surreally, some crew bosses did not even call their supervisors for direction, but rather idly sat until called for a meeting at the office, the content of which meeting the company permissibly chose to keep cloaked under attorney-client privilege law. The knowledge of these supervisors is attributed to the company.

The company did nothing to open the entrances (like using scissors or even bare hands to cut the red ribbon) and instead issued a press release that day essentially praising the employees for holding a protest. The Petitioner's group meets the definition of a labor organization found within California Labor Code section 1140.4, subdivision (f). As a result, it was an unfair labor practice under California Labor Code sections 1154 and 1152 for Petitioner's group to block company entrances and, in so doing, to restrain or coerce other employees who may wish to refrain from such activities. (*North American Meat Packers Union* (1987) 287 NLRB 720; *International Association of Machinists and Aerospace Workers* (1970) 183 NLRB 1225)

As discussed elsewhere, pro-UFW workers asked crew bosses for permission to collect signatures during work hours and were denied. Perhaps the pro-UFW workers should have asked for permission to have a whole special day to collect signatures because, indeed, that is what the decertification group received. Based upon the testimony of Dan Gerawan and Mike Gerawan, I conclude with absolute certainty that the company would not have voluntarily agreed to let the pro-UFW workers pick a day to physically block the company entrances.

Having covered these three issues, I will now address individually all of the categories of unfair labor practices and election objections that were before me at this consolidated election hearing.

D. INSTIGATION (Charge # 42 and E.O. # 1)

I find no persuasive evidence of company instigation in this matter. There is no evidence that Jose Erevia's meeting with Carlos Uribe Estrada had any impact on Silvia Lopez becoming the petitioner. There was no evidence of any special or secret payments by the company to Silvia Lopez, Angel Lopez, their legal team, or to any of the signature gatherers. Thus, to find company instigation, I would have to conclude as follows: (a) the company mailers and flyers manipulated the friends of Angel Lopez into questioning the union presence, (b) their inquiries then resulted in Angel talking with his mother-in-law and wife's grandfather, and (c) those conversations led to Silvia becoming the decertification petitioner. This line of reasoning is not frivolous in a theoretical sense, but I am not persuaded that causation was sufficiently proven in the instant case to show instigation. Because I

find that Silvia Lopez decided to become the decertification petitioner before either she or her daughter Belen was hired by the company in 2013, I also reject the possibility that Belen's hiring was a company enticement that could comprise instigation.

E. CIRCULATION OF PETITION AND FLYERS, AND COERCION OF WORKERS INTO SIGNING PETITION (Charge # 27 and E.O. # 1)

As noted at pages forty to forty-one of this decision, I find that FLC crew boss Jose Evangelista signed the decertification petition "on behalf of" eighteen to twenty crew members.[42] I also find that he told the crew members what he did.

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[42] I also wish to address the subject matter of my Order in this case, dated November 3, 2014. That Order denied the General Counsel's request to use at the hearing confidential evidence of employee support, denied the General Counsel's objection to using the official interpreter to translate non-English declarations, and denied the UFW's proposed testimony as to the employer's change of a medical provided network. On September 23, 2014, I issued an order striking the General Counsel's proposed handwriting expert witness Patricia Fisher. In the September 23, 2014 order I noted that the ALRB represents to the public that petition signatures are kept confidential. I found that the confidentiality of the petition signatures, and maintaining worker confidence in that confidentiality, was the greater interest than the admittedly useful, relevant aspect of using those signatures to show possible involvement by company supervisors. In the November 3, 2014 order, I specifically note that the last sentence of ALRB Regulation section 20300, subdivision (j)(2), which discusses evidence of employee support submitted in connection with a petition for certification, states that "Authorization cards or other showing of interest shall be held confidential". Pursuant to ALRB Regulation section 20390, subdivision (e), the procedures set forth for processing certification petitions also apply to decertification petitions. For that reason, I found that the evidence of employee support discussed in ALRB Regulation section 20390, subdivision (c), must also be held confidential. In my order, I concluded that it is inappropriate for the Regional Director to provide or show confidential evidence of employee support to anyone, other than for the purpose of

(Footnote continued....)

I also found that there was work time signature gathering in six direct hire crews, namely, the crews of Martin Elizondo Cruz (decision, pages 55-63), Gloria Mendez (decision, pages 89-97), Francisco Mendoza (decision, pages 98-101), Telesforo Mendoza (decision, pages 101-102), Leonel Nuñez Martinez (decision, pages 102-105), and (6) Santos Efrian Rios (decision, pages 116-120). For the reasons discussed below, I find that the work-time signature gathering seemed slightly less egregious in this case than what I had found occurred during the D'Arrigo consolidated election hearing that I conducted back in 2011. (D'Arrigo Bros. of California (2013) 39 ALRB No. 4)

In D'Arrigo, there were 1,665 agricultural workers who were eligible to vote in the election. (D'Arrigo Bros. of California (2013) 39 ALRB No. 4, ALJ decision at page 4) There are approximately thirty-six workers in a romaine hearts harvesting crew. The crew works with a large harvesting machine. The machine does not actually remove the romaine hearts from the ground, the cutters do that task. Rather, the harvesting machine enables the workers to complete all of the tasks in the

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(Footnote continued)
assisting his or her administrative investigation to determine if there is an inadequate showing of employee support, or as part of a referral to a prosecuting authority for a perjury investigation and/or prosecution, in the absence of advance approval from either the Board or an administrative law judge. The General Counsel's objection to using the official interpreter to translate non-English declarations was denied pursuant to ALRB Regulation section 20274, subdivision (a), which specifically mandates such a process. The UFW's proposed testimony regarding the employer's change of a medical provider network was denied because that topic was the subject matter of UFW election objection number twenty, which the Board had already dismissed in its decision at 39 ALRB No. 20, at page twenty-two.

field, items such as cleaning the romaine hearts, sealing them in a bag, and placing them in a box, etc. The configuration is such so that the crew foreperson or supervisor can typically, with a little bit of movement, see all of the subordinate workers at their stations.

Even with the FLC crew layoffs before the election, the Gerawan workforce was larger than that of D'Arrigo. With Gerawan, during the course of the year, most of the crews worked in the peach trees or the vineyards. In the peach trees, the workers are separated by a greater distance and there are trees partially or completely obstructing the vision of some crew members from others. A crew boss typically cannot see all of his or her workers at the same time. The same is true for crews picking or pruning in the vineyards. A worker or crew boss cannot see all of his or her co-workers or subordinates without substantial movement. As a result, it is not surprising to me that for two of the Gerawan crews, names those of Gloria Mendez and Francisco Mendoza, where I found work-time signature gathering, there was nonetheless no persuasive evidence that such signature gathering was actually seen by the crew boss.

Each of the cases had an instance where a crew boss deliberately introduced a signature gatherer to his or her crew. In D'Arrigo, this was crew boss Santiaga Quinteros. (D'Arrigo Bros. of California (2013) 39 ALRB No. 4, ALJ decision at pages 16-17) With Gerawan, this was crew boss Leonel Nuñez.

Generally, the length or duration of the work-time signature gathering in Gerawan was not very great. The reality is that the workers only had a thirty-minute lunch break and the core group of signature gatherers was not that large as a percentage of the workforce. Going from one crew to a nearby crew typically took at least five to ten minutes. This left very little time for a worker to collect signatures.

Another noteworthy aspect of the D'Arrigo case was that petitioner Alvaro Santos admitted that he did the job of the cutters while they removed their gloves to sign. (D'Arrigo Bros. of California (2013) 39 ALRB No. 4, ALJ decision at page 29) There was no such equivalent circumstance in Gerawan.

As previously discussed in this decision, I find that the grape-checkers are not supervisors. In 2013, the grape-checkers, who are sometimes called quality control crew, or "QC", had no ability to hire, fire or discipline employees. (101 RT 63:15-65:24) Nor could the grape-checkers responsibly direct work or reassign a worker to another task. (*Oakwood Healthcare, Inc.* (2006) 348 NLRB 686) Thus, any lunch-time signature gathering by grape-checkers was permissible.

In the absence of any other violations, I would have found that the Gerawan work-time signature gathering was an unfair labor practice, but that, by itself, it fell slightly short of the standard to set aside an election as the Board discussed in the *D'Arrigo* and *Gallo* cases. (*D'Arrigo Bros. of California* (2013) 39 ALRB No. 4, at pages 28-29; *Gallo Vineyards, Inc.* (2004) 30 ALRB No. 2)

F. GERAWAN ALLOWED ALLOWED PRO-DECERTIFICATION WORKERS TO CIRCULATE A PETITION DURING WORK HOURS, BUT DID NOT ALLOW PRO-UFW WORKERS TO DO SO (Charge # 39 and E.O. # 2)

There was persuasive credible evidence that pro-UFW workers requested permission from their crew bosses to circulate pro-UFW petitions during work time, and that the foremen rejected those requests. As noted in the D'Arrigo case:

> The record indicates that this [request] was motivated in large part by a desire to prove that the company would treat pro-union workers differently than those who supported the decertification effort. As the ALJ observed, the fact that the plan was hatched in the hopes of catching company supervisors treating their side differently does not change the fact that it reflects disparate treatment of decertification and pro-UFW activity in the application of company policy.

(D'Arrigo Bros. of California (2013) 39 ALRB No. 4, at page 14)

G. UNILATERAL FLC WAGE INCREASES (Charge # 25 and E.O. #s 9 and 10)

As noted early in this decision, I credited the testimony of FLC owner Guadalupe Morales that the wage increase to nine dollars an hour was proposed by Gerawan, not by the FLC. While I find that this was a unilateral wage increase, I also find that this was unlikely to have had a significant effect on the electorate as

most or all of the FLC crews had been laid off by the time of the decertification election on November 5, 2013.

H. UNILATERAL GRAPE-PACKER WAGE INCREASES AND NO NOTICE OR OPPORTUNITY TO BARGAIN OVER THE SAME (Charges # 58 and 60, and E.O. #s 11 and 12)

On the day that the second decertification petition was filed, co-owner Michael Gerawan unilaterally increased the piece-rate for field grape-packers from $1.25 per box to $1.50 per box. Gloria Mendez testified that the company also gave the workers free pizza and tacos that day. Michael Gerawan was credible in testifying that the piece-rate was sometimes changed due to the quality of the grapes, but conceded that his reason for increase on October 25th was as encouragement and a reward.

Some of the workers left in the middle of the day on October 25, 2013, to participate in a protest timed to announce the filing of the second decertification petition. This may have resulted in the need the workers to stay later that evening to finish packing the grapes. There was credible testimony that the grapes need to be packed quickly to be marketable. The company gave the piece-rate increase for that day to workers who left mid-day for the protest as well as to those workers who stayed and worked the whole day. The "well-timed" piece-rate increase, along with the free pizza and tacos, likely created a celebratory atmosphere that workers would have unmistakably attributed to company joy over the decertification petition filing.

I. COMPANY SOLICITATION OF GRIEVANCES AGAINST THE UNION AND INTERROGATION OF WORKERS ABOUT UNION SUPPORT

(Charges # 46 and 55, and E.O. #s 17 and 18)

Gerawan impermissibly distributed a multitude of mailers, flyers, business cards and pay stubs which repeated the message that workers could successfully resolve their issues by calling Jose Erevia. The gravamen of this message was that the UFW was worthless and impotent. Some of these materials also gave purported contact information for the owners.

None of the parties presented any persuasive evidence to show that mailers, flyers and business cards were distributed in similar quantity and aggressiveness prior to the union issue escalating in fall 2012. The company also used this process to cull a list of anti-union employees to accompany Dan Gerawan on his trip to Sacramento.

An employer who has had a past policy and practice of soliciting employee grievances may continue such a policy and practice during an organizational campaign. (*Carbonneau Industries* (1977) 228 NLRB 597, at page 598, footnote # 1, citing *Lasco Industries, Inc.* (1975) 217 NLRB 527 and *Reliance Electric Company, Madison Plant Mechanical Drivers Division* (1971) 191 NLRB 44, 46) However, an employer cannot rely on past practice to justify solicitation of employee grievances where the employer significantly alters its past manner, method, aggressiveness or frequency of solicitation. (*Carbonneau Industries* (1977)

228 NLRB 597, at page 598, footnote # 2, citing *Grede Foundries, Inc.* (1973), 205 NLRB 39; *Rotek, Incorporated* (1971) 194 NLRB 453; *Flight Safety, Inc.* (1972) 197 NLRB 223 and *H. L. Meyer Company, Inc.* (1969) 177 NLRB 565)

J. DISCOUNT PROGRAMS, THREATS OF GOING OUT OF BUSINESS, AND ALLEGED VIOLENCE

(Charges # 43, 62 and 63, and E.O. #s 19, 21 and 32)

I did not find persuasive evidence that the discount program was anything other than discounts generally available to the public. While a few witnesses claimed to hear company supervisors make specific comments about the company going out of business, I generally discredited that testimony. There was no evidence that any of the workers read the *Wall Street Journal* opinion piece purportedly quoting Dan Gerawan. The article or a link may have been posted on the company website, but there was no evidence that a Spanish language version was made readily available. Nor was there any evidence that workers would have found comments on the possible demise of the company to be credible.

With respect to the allegations of purported violence, I found them unpersuasive. The limited pushing and shoving that occurred at the September 30, 2013 protest was not significant. It appeared to come in the context of crowd members jockeying for position and was relatively tame. While it is very unfortunate that, on that same date, that someone threw a rock at the car of Fermin Lopez, there was no persuasive testimony as to the specific identity of the rock-thrower, let alone evidence that a company supervisor saw the incident.

K. CAPTIVE AUDIENCE MEETINGS AND DVDs

As I described on page 166 of this decision, Oscar Garcia introduced Labor Relations Institute consultant Evelyn Fragoso to approximately fifty crews. These were mandatory work-time meetings where Fragoso explained why she was opposed to the unions, and that the unions made false promises. The company also gave field workers two thousand copies of a professionally-produced DVD which conveyed the ownership's message to vote against the union. I discussed the captive audience issue in the D'Arrigo decision. (D'Arrigo Bros. of California (2013) 39 ALRB No. 4, ALJ decision at pages 88-89) While such presentations may not constitute a stand-alone violation, when placed in tandem with other unfair labor practices or objectionable conduct, then the presentations may reinforce or even amplify the consequences of the other misconduct.

L. ABANDONMENT

On Thursday, September 18, 2014, the UFW filed a Motion in Limine to exclude evidence in support of Respondent's "abandonment" defense. Opposition papers were filed with respect to the motion by the Petitioner and Respondent on Friday, September 19, 2014, and Monday, September 22, respectively. In my Order dated Thursday, September 25, 2014, I granted the motion in part and denied it in part. In my Order, I granted the motion in that I rejected the Respondent's argument as being a defense *per se*. I also ruled that evidence would not be permitted for the purpose of trying to establish the truth of whether or not the UFW became inactive at Gerawan Farming. The Respondent had unsuccessfully raised that issue in the

mandatory mediation and conciliation matter. (Gerawan Farming (2013) 39 ALRB No. 5, at pages three and four) I also made clear that my Order permitted workers to testify that they felt abandoned by the UFW, using the concept of abandonment solely in a lay person or colloquial sense, rather than as a legal conclusion. (Order dated September 25, 2013, at page two) During the hearing, I addressed this topic again and reaffirmed my ruling in the September 25, 2013 prehearing order. (17 RT 241:8-242:1 and 17 RT 260:25-262:8) Generally speaking, I disallowed testimony about facts taking place more than four or five years before the decertification election. As a result, the record does not include evidence as to whether there was abandonment or not, should the Board or another court find that to be a viable legal defense to some or all of the findings.[43]

M. ROLE OF THE ADMINISTRATIVE LAW JUDGE

To the extent that any of Petitioner's or Respondent's briefs may be construed as requesting the administrative law judge to find portions of the ARLA unconstitutional, those arguments are rejected as beyond the authority of the administrative law judge. Moreover, where the Board issued a decision heard only

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[43] Since the end of the hearing, there are two court decisions that have issued warranting mention. The first case is a Fifth Appellate District Court of Appeal decision in *Gerawan Farming, Inc. v. ALRB* (May 14, 2015) 236 Cal. App. 4th 1024. However, that case is not citable as it was superseded by a grant of review. (*Gerawan Farming, Inc. v. ALRB* (July 8, 2015) 2015 Cal. LEXIS 4797) The second case is a Fifth Appellate District Court of Appeal decision in *Tri-Fanucchi Farms v. ALRB*, (May 14, 2015) 236 Cal. App. 4th 1079. This decision is also not citable as it was superseded by a grant of review. (*Tri-Fanucchi Farms v. ALRB* (August 19, 2015) 2015 Cal. LEXIS 5635)

by three members, and one Board Member concurred or dissented, the undersigned administrative law judge is going to apply the law directed by the majority. (See *Iowa Beef Packers* (1963) 144 NLRB 615, 616, enfd. in part 331 F.2d 176 (8th Cir. 1964)

N. CONCLUSION AND REMEDIES

By providing unlawful assistance to the decertification effort, Gerawan committed unfair labor practices under California Labor Code section 1153. This assistance included allowing work-time signature gathering and granting the petitioner a "virtual sabbatical" to run the decertification campaign. Gerawan also committed unfair labor practices by its enhanced efforts to directly solicit grievances and by making a "well-timed" unilateral wage increase.

Petitioner Silvia Lopez solicited and received an unlawful twenty thousand dollars donation from the California Fresh Fruit Association, an association of agricultural employers of which Gerawan was a prominent dues-paying member. Her legal team, specifically attorney Joanna MacMillan, assisted in this transaction. There is powerful circumstantial evidence to suggest that the company knew about this donation beforehand. The Petitioner also violated the rights of other workers by blocking company entrances on September 30, 2013 as a means to collect approximately one thousand signatures from workers that day.

Given the totality of these circumstances, and especially in tandem, the unlawful actions of the California Fresh Fruit League, Gerawan Farming, and Petitioner Silvia Lopez make it impossible to know if the signatures collected

represent the workers' true sentiments. Similarly, the misconduct created an environment which would have made it impossible for true employee free choice when it came time to vote.

As a result of the employer's unlawful support and assistance, I am setting aside the decertification election and dismissing the decertification petition. (*Abatti Farms* (1981) 7 ALRB No. 36, at page 15) Given that the unlawful conduct tainted the entire decertification process, any election results would not sufficiently reflect the unrestrained free expression of the bargaining unit members.

Dated: September 17, 2015.

MARK R. SOBLE
Administrative Law Judge, ALRB

ORDER

The Agricultural Labor Relations Board hereby orders that Respondent, GERAWAN FARMING, INC., its officers, agents, successors and assigns, shall:

1. Cease and desist from:

   (a) Aiding, assisting, participating in or encouraging any decertification campaign; and,

   (b) In any similar or related manner interfering with, restraining, or coercing, any agricultural employees in the exercise of their rights guaranteed by California Labor Code section 1152.

2. Take the following affirmative steps which are found necessary to effectuate the purposes of the Agricultural Labor Relations Act:

   (a) Sign the attached Notice to Agricultural Employees on page 192 of this decision and, after its translation by a Board agent into the appropriate languages, reproduce sufficient copies in each language for the purposes set forth below;

   (b) Prepare copies of the attached Notice, in all appropriate languages, by placing a copy of such Notice in a plain stamped or metered envelope, with the ALRB's return address, addressed individually to each and every

agricultural worker employed by Respondent during the time period of November 13, 2012 to September 17, 2015, and submit such addressed, stamped envelopes to the Visalia ALRB Regional Director (or Acting Regional Director) for her to mail within thirty (30) days after the Board's Order becomes final;

(c) Post copies of the Notice, in all appropriate languages, in conspicuous places on its property for a sixty-days period, the specific dates and location of posting to be determined by the Visalia ALRB Regional Director, and exercise due care to replace any Notice which has been altered, defaced, covered or removed;

(d) Provide a copy of the attached Notice, in all appropriate languages, to each agricultural employee hired by Respondent during the twelve-months period following the date that the Order becomes final;

(e) Upon request of the Visalia ALRB Regional Director, provide the Regional Director with the dates of the present and next peak season. Should the peak season already have begun at the time the Regional Director requests peak season dates, Respondent shall inform the Regional Director of when the present peak season began

and when it is anticipated to end, in addition to informing the Regional Director of the anticipated dates of the next peak season;

(f) Arrange for Board agents to read the attached Notice in all appropriate languages to the assembled agricultural employees of Respondent on company time, at times and places to be determined by the Visalia ALRB Regional Director. Following the reading, Board agents shall be given the opportunity, outside the presence of management and supervisors, to answer any questions that the employees may have regarding the Notice of their rights under the Act. The Visalia ALRB Regional Director shall determine a reasonable rate to be paid by Respondent to all non-hourly wage employees to compensate them for time lost at this reading and during the question and answer period; and,

(g) Within thirty (30) days after the date that this Order becomes final, Respondent shall notify the Visalia ALRB Regional Director in writing of the steps that Respondent has taken to comply with it. Upon request of the Regional Director, Respondent shall notify him

periodically thereafter in writing as to what further steps it has taken in compliance with this Order.

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating a charge that was filed in the Visalia Regional Office of the Agricultural Labor Relations Board (ALRB), the General Counsel of the ALRB issued a complaint alleging that we, Gerawan Farming, Inc., had violated the law. After a hearing at which all parties had an opportunity to present evidence, the Board found that we did violate the Agricultural Labor Relations Act (Act) by assisting, supporting, and encouraging the decertification campaign.

The ALRB has told us to post and publish this Notice.

The Agricultural Labor Relations Act is a law that gives you and all other farm workers in California the following rights:

1. To organize yourselves;
2. To form, join or help a labor organization or bargaining representative;
3. To vote in a secret ballot election to decide whether you want a union to represent you;
4. To bargain with your employer about your wages and working conditions through a union chosen by a majority of the employees and certified by the ALRB;
5. To act together with other workers to help and protect one another; and
6. To decide not to do any of these things.

Because you have these rights, we promise that:

WE WILL NOT assist, support, or encourage any decertification campaign.

WE WILL NOT interfere with employees exercising their rights under the Act in any similar or related matter, nor coerce or restrain employees from exercising such rights .

DATED: _____ Gerawan Farming, Inc.

By: _____
(Representative) (Title)

If you have any questions about your rights as farm workers or about this Notice, you may contact any office of the ALRB. One office is located at 1642 W. Walnut Avenue, Visalia, CA 93277. The telephone number for the Visalia ALRB Regional Office is (559) 627-0995.

This is an official notice of the Agricultural Labor Relations Board, an agency of the State of California.

DO NOT REMOVE OR MUTILATE

Agricultural Personnel Management Association's 36th Annual Forum

Keynote Speaker Speech

Thursday, January 28, 2016 at 8:00 AM

Monterey Plaza Hotel

400 Cannery Row, Monterey, CA 93940

William B. Gould IV, Chairman

Agricultural Labor Relations Board (2014 –____)

Chairman of the National Labor Relations Board (1994-1998)

It is a pleasure to be here with you this morning and to keynote your 36th Annual APMA forum. You have been at this for more than three decades playing a leading role in developing effective personnel management within the Agri-Business Community, advising your members and the public through meetings, workshops, newsletters and bulletins as well as this annual forum.

My work in Sacramento and in Washington before that has had its focus not only on strong labor law enforcement but also on an approach rooted in the idea that dialogue between independent administrative agencies like both the NLRB and the ALRB and private parties who have hands on day to day experience is good policy. We benefit from your thinking about the paths that we will take going forward both because of your familiarity with the issues that are likely to arise and because your experience has given rise to ideas that might not have occurred to us.

So many of the challenges that we face now are ones with which you are extremely familiar. Foremost amongst them at present, of course, is the drought of at least four years which has affected water supply in agriculture, and this has produced surface water shortages and allocations which were approximately twenty five percent lower in 2015 than in 2014. The net water shortage to agriculture according to a University of California Davis report is approximately 67 percent more than it was in 2014 said. Said the report:

> "Cropland fallowing due to drought has increased by 33 percent over 2014. The impact on direct farm-gate revenues is expected to decrease by a further 6 percent.

Ground water, pumping costs . . .increased by a further 31 percent compared to 2014, due to increased pumping volumes and increased unit pumping costs as groundwater tables decline."[1]

Most of the idle land is in the Tulare Basin, producing job losses of nearly 21,000. And those workers lucky enough to have jobs are working harder with fewer hours which often translates into less pay. Some workers have commented that they have never seen the plants they pick so wilted.

The unalterable reality preceding the drought is even more harsh, i.e., desperate circumstances compounded by the fact that California agricultural workers have been living in the midst of poverty even when the industry and the state were considerably more prosperous. The lines of workers at food pantries and other groups offering food aid service are frequently blocks long. In part this reflects the decrease of the past few years in total tonnage of fresh fruits and vegetables from California farms. But it is indicative of so much more.

When Governor Brown first invited me to take this job almost two years ago in early 2014, I had been told that the farmworkers were living in their cars at the time of the harvest in the Coachella Valley. But what I didn't know - until I saw it with my own eyes – was that in towns like Mecca they are not even able to live in their cars. They must alternate between their cars and mats in the immediate vicinity of their cars

[1] Richard Howitt, Duncan MacEwan, Jaosué Medellí-Azuara, Jay Lund, and Daniel Sumner, Economic Analysis of the *2015 Drought for California Agriculture*, August 17, 2015 pp. 11, 12.

since three or four workers often travel in a single car and not all can stretch out in the car to sleep at the same time!

At one time we thought we were doing something about this. Just a little more than forty years ago – and we celebrated the 40th anniversary of the ALRB and the ALRA last summer – the average wage rate for direct hire workers was $2.60 per hour which translates into a little more than $13.50 per hour in inflation adjusted dollars. In 2014, California's farmers and ranchers reported an $11.33 per hour figure – that is more than two dollars per hour below what would have been necessary to keep up with inflation during the last 4 decades.

The fact that this decline or failure to raise real wages in a period of labor shortage caused by the sealing of the border to Mexico is truly remarkable! Some employers are apparently embarking upon harvesting robotization of strawberry plants which, as the Wall Street Journal noted[2], "...have long required the trained discernment and backbreaking effort of tens of thousands of low-paid workers."

Professor Don Villarejo has pointed out[3] that in ten of the communities in Tulare County, the per capita income is below that of Mexico – and in these areas, private sector employment is dominated by agriculture.

How we got from there to here is a complicated story and it does not lend itself to a short discussion this morning. Yet we can see that the fact that approximately 60 to 70

[2] Ilan Brat, *Goodbye Field Hand, Hello Fruit Packing Robot*, Wall Street Journal, April 24, 2015 at B6
[3] Don Villarejo, *A New Paradigm is Needed for Labor Relations in Agriculture: California Agriculture and Farm Labor, 1975-2014*, June 24, 2015.

percent of agricultural workers are undocumented and that the Department of Labor financial assistance for dislocated workers only goes to those who are "legal" is an important part of the backdrop. So long as the immigration issue cannot be resolved, this phenomenon, which Supreme Court Justice Sandra Day O'Connor recognized more than 30 years ago[4] would create an incentive for employers to employ the undocumented, will depress wages and working conditions and this remains unchanged to this very day.

All of this was just beginning to unfold after the first blush of activity under our statute in the earlier Brown administration. Since then, union organizing has diminished to the point of non-existence! Indeed during these past two years while I have been Chairman there has not been one single representation petition filed under a statute which requires certification through a petition in order for a union to be recognized! (There are quite a few decertification petitions which have been with us, some of them well publicized.) Union organizational activity in California agriculture at this moment is completely moribund, notwithstanding the passage of more reform in the Davis and Brown administrations which allowed a collective bargaining agreement to be imposed through arbitration under some circumstances when the parties were not able to negotiate a first contract. (Amongst other issues, the constitutionality of this form of dispute resolution is now before the Supreme Court of California.)

What is the role of the Board under such circumstances and what is the work that is confronting me and my colleagues in 2016? How is it relevant to your work? First,

[4] Sure Tan Inc. v. NLRB, 467 U.S. 883 (1984).

while union activity has completely disappeared, we continue to be confronted with a wide variety of cases involving concerted activity arising out of spontaneous protest by employees who view their wages, hours and other conditions of employment to be unfair. And, as the New York Times reported recently in setting forth what was called the "Nightmare of Sexual Violence" in the fields,[5] harassment, including violence against women in the fields is a major problem. In 2014, our Board held that workers protests of sexual harassment or violence is protected by the Act and can lead to appropriate remedies, including backpay until harassment ends.[6]

You may know that employers are prohibited under our statute from retaliating against such concerted activity through warnings, suspensions and dismissals. These cases constitute the bulk of our work today. You and the public need to know that issues like sexual harassment may involve the ALRA as well as the fair employment practice statutes.

Thus, the ALRA, like the NLRA upon which it is based, affects not only union organizing but the increasingly important worker protests about employment conditions including wages and sexual harassment to which I have just referred.

Now I think that we have addressed these new cases once they come to the judicial side of the Board with dispatch. But problems remain. First, because justice delayed is always justice denied, we are trying to expedite our procedures so that workers, unions

[5] Jose R. Padilla and David Bacon, *Protect Female Farmworkers*, The New York Times, January 19, 2016 at A23
[6] Sandhu Brothers 40 ALRB No. 12 (November 13, 2014)

and growers are able to have their differences resolved without waiting for years as has happened in some celebrated cases in recent times. Last summer, we adopted a proposed rule which will expedite our cases where there are alleged unfair labor practice charges engaged in during secret ballot box elections. Five years ago, near the beginning of Governor Brown's first term this time around, legislation was enacted which mandated expedited treatment of elections whether they be for certification or decertification. But that significant reform has been undercut where unfair labor practice charges were filed simultaneously and the two issues, i.e., election objections and ULP's, are consolidated. These cases drag on endlessly. Thus, last summer we devised time mandates to address the processing of these cases and we hope to be able to finalize this rule change early in the New Year.

Just three months ago, Governor Brown, in vetoing Assembly Bill 561 which would have imposed mandated time periods for the Board to resolve so-called "makewhole" cases, at least one of which has lasted for two decades – something that Charles Dickens wrote about a couple of centuries ago – expressed his concern. Said Governor Brown, "I am directing the Board to examine the current process and make the necessary internal forms to provide for more timely orders."

In response to this, I convened a meeting of my Labor-Management Ad Hoc Committee- it has already met to consider this issue on January 14 – and before that I convened an internal Expediting Committee to address Governor Brown's charge.

To date some of the ideas which we are considering involve so called bench decisions along the lines that were adopted in Washington when I was Chairman of the NLRB. This provides for decisions from the bench itself or on the basis of oral argument without the filing of brief with a decision forthcoming within 72 hours of the close of the hearing. We are also looking at ways of having expedited oral arguments or briefs prior to the completion of the transcripts under some circumstances. In the same vein, we will review the feasibility of explicit timetables for the processing of cases. And most important of all, we are looking at the scheduling of early pre-hearing conferences which will promote more information about what divides the parties as well as the possible prospect of settlement itself in some circumstances. It is our experience that the best time for parties to resolve their differences is immediately following the issuance of a complaint when the amount of backpay may be limited and the machinery of litigation has not yet commenced.

These measures which will be considered by the Board shortly are designed to produce decisions more promptly, particularly where the issues largely involve credibility and the hearing is relatively short i.e. one or two days.

Of course, the bench approach must be used cautiously, judiciously and sparingly – especially because credibility issues are different. They are not easy for our administrative law judges based (as they are), upon the demeanor of the witness and whether his or her story jibes. (I am often am reminded in these cases of my father's admonition to me to look someone in the eye when I met them because that way, he said,

that person would have more confidence in me. And yet as soon that lesson was instilled, he told me that I was going to meet many people in the course of a lifetime who would be looking me right in the eye and who would be lying through their teeth – this then is the challenge for administrative law judges.)

Notwithstanding the difficulties, such judgments are better made while the witnesses' testimony and demeanor are fresh in the mind of the decision maker rather than weeks or months later in a dry transcript when one tries to recall who that person was, let alone determine whether his or her story rings true.

It may be that early pre-hearing conferences are even more important inasmuch as they clarify and narrow issues producing a better prospect of resolution through settlement. Settlements are almost always preferable to lengthy litigation.

Finally, I want to tell you about another initiative that has been undertaken by the Board – this too was considered by our Ad Hoc Committee. It relates to the promotion of worker education regarding aspects of the statute by the Board agents during working time when the employees are at the work place.

This initiative resulted from a series of hearings which the Board conducted in September in Fresno, Salinas and Santa Maria. After the completion of the hearings, Board staff, requested by the Board to consider the agency's authority to enter employer premises to conduct an onsite worker education program recommended the creation of

such a worker education program in an extensive document which I commend to all of you.[7]

The starting point is our statute which provides that "applicable precedent" of the NLRA is to be followed by our Board. Within the first year of the ALRA, the Supreme Court of California held that employer property rights in the agricultural fields are not paramount to employees' rights to effective access to information.[8] In so doing the Court concluded that, "the Legislature intended [the Board] to select and follow only those precedents which are relevant to the particular problems of labor relations on the California agricultural scene.[9]"

Equally important, the United States Supreme Court has made it clear that under the NLRA "..the place of work is a place uniquely appropriate for dissemination of views ...and the various options open to the employees".[10] Subsequently the Court again noted that the place of work was "the one place where [employees] clearly share common interests and where they traditionally seek to persuade fellow workers in matters affecting their union organizational life and other matters related to their status as employees."[11]

We learned a great deal about the obstacles that stand in the way of most agricultural workers and their ability to learn about our statute and our procedures during the above-referenced informational hearings. Particularly important in our view, was the

[7] Thomas Sobel, Administrative Law Judge, Eduardo Blanco, Special Legal Advisor, *Staff Proposal for Education Access Regulation for Concerted Activity* – November 23, 2015
[8] In *Agricultural Labor Relations Board v Superior Court of Tulare County* (Pandol) 16 Cal 3d 392, 406 (1976).
[9] Id. at p. 413.
[10] NLRB v. Magnavox Co., 415 U.S. 322,325 (1974)
[11] Eastex, Inc. v. NLRB, 437 U.S. 556, 574 (1978)

fact that the so-called indigenous workers constitute more than 20 percent of the work force. These workers speak a multitude of native languages, Mixteco, Zapotec, Triqui, Chatino, Purepecha, and are frequently not conversant in Spanish or in English. Most of them are not even literate in their own language. This means that it will be difficult to reach those workers through written materials, so that personal contact is necessitated.

Notwithstanding the fact that the California Supreme Court has subordinated employer property rights to those of the ALRA and that the hearings documented the barriers of undocumented status, numerous languages other than Spanish and English and illiteracy, the argument was made before both the Ad Hoc Committee and in the hearings that various alternative methods of communication outside the workplace were all that was appropriate. For instance, it was said that we could reach the workers through community outreach. But the outreach programs – and we want to increase them in the future- would allow the agency to reach only less than 10 percent of all of California's agricultural workers in over the next 24 years.

Secondly, it was said that video trainings of the kind that I used when I was an Independent Monitor for the British multinational First Group Company were appropriate. But as one of the leading Labor Contractors who has had broad trainer experience said: "video trainings are ineffective because they are not interactive and people do not pay attention." Similarly, the testimony before us in the hearings established the proposition that aside from the frequent unavailability of cell phone signals, few workers – particularly the indigenous – have had an opportunity to get on the

internet or to use so called smart phones, the use of which presupposes literacy. And finally we found a great fear of retaliation and an awareness of lack of knowledge about protections against the retaliation that would be available under labor laws.

My hope is that we can move forward with this initiative and that I will obtain constructive commentary from you and others in the agricultural labor relations community. Although we have provided that the worker education procedure is to be initiated by two or more workers who request it (the agency will not initiate it itself.), I think that not only is education about our law a good idea but also that it is desirable for both workers and supervisors- and I want to see it available to both groups. My hope is that when this rule emerges later this year it will establish a forum which allows for all parties to hear from us, albeit for a relatively brief period of time.

Let me thank you again for this opportunity to be with you here in beautiful Monterey, the home of the leading Jazz Festival which I attended just four months ago. I appreciate your invitation and I look forward to working with you in the months and years to come.

Return

FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT

U.S. Department of Labor
Office of Labor-Management Standards
Washington, DC 20210

MUST BE USED BY LABOR ORGANIZATIONS WITH $250,000 OR MORE IN TOTAL ANNUAL RECEIPTS AND LABOR ORGANIZATIONS IN TRUSTEESHIP

Form Approved
Office of Management and Budget
No. 1245-0003
Expires: 10-31-2013

s report is manadatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

For Official Use Only	1. FILE NUMBER 000-323	2. PERIOD COVERED From 01/01/2012 Through 12/31/2012	3. (a) AMENDED - Is this an amended report: No (b) HARDSHIP - Filed under the hardship procedures: No (c) TERMINAL - This is a terminal report: No

AFFILIATION OR ORGANIZATION NAME
RM WORKERS, UNITED

DESIGNATION (Local, Lodge, etc.)
TIONAL HEADQUARTERS

6. DESIGNATION NBR

NIT NAME (if any)

re your organization's records kept at its mailing address? Yes

8. MAILING ADDRESS (Type or print in capital letters)

First Name: ARTURO
Last Name: RODRIGUEZ
P.O Box - Building and Room Number: PO BOX 62
Number and Street: 29700 WOODFORD TEHACHAPI RD
City: KEENE
State: CA
ZIP Code + 4: 93531

h of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report luding information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned individual's knowledge and belief, true, correct and complete (See tion V on penalties in the instructions.)

SIGNED: ARTURO S RODRIGUEZ PRESIDENT
e: Apr 10, 2013 Telephone Number: 661-822-5571

71. SIGNED: SERGIO GUZMAN TREASURER
Date: Apr 10, 2013 Telephone Number: 661-823-6105

n LM-2 (Revised 2010)

MS 10 THROUGH 21

FILE NUMBER: 000-323

During the reporting period did the labor organization create or participate in administration of a trust or a fund or organization, as defined in the instructions, h provides benefits for members or beneficiaries? Yes

). During the reporting period did the labor organization have a political action mittee (PAC) fund? Yes

). During the reporting period did the labor organization have a subsidiary nization as defined in Section X of these Instructions? No

During the reporting period did the labor organization have an audit or review of ooks and records by an outside accountant or by a parent body tor/representative? Yes

During the reporting period did the labor organization discover any loss or

20. How many members did the labor organization have at the end of the reporting period? 4,443

21. What are the labor organization's rates of dues and fees?

Rates of Dues and Fees

Dues/Fees	Amount		Unit	Minimum	Maximum
(a) Regular Dues/Fees	3%	per	GROSS WAGES	NONE	NONE
(b) Working Dues/Fees	NONE	per	NONE	NONE	NONE
(c) Initiation Fees	NONE	per	NONE	NONE	NONE
(d) Transfer Fees	NONE	per	NONE	NONE	NONE
(e) Work Permits	NONE	per	NONE	NONE	NONE

ortage of funds or other assets? (Answer "Yes" even if there has been ayment or recovery.)	No
What is the maximum amount recoverable under the labor organization's elity bond for a loss caused by any officer, employee or agent of the labor anization who handled union funds?	$500,000
During the reporting period did the labor organization acquire or dispose of any sets in a manner other than purchase or sale?	Yes
Were any of the labor organization's assets pledged as security or encumbered ny way at the end of the reporting period?	No
Did the labor organization have any contingent liabilities at the end of the orting period?	No
During the reporting period did the labor organization have any changes in its stitution or bylaws, other than rates of dues and fees, or in ctices/procedures listed in the instructions?	Yes
What is the date of the labor organization's next regular election of officers?	05/2016

m LM-2 (Revised 2010)

ATEMENT A - ASSETS AND LIABILITIES

FILE NUMBER: 000-323

ASSETS

ASSETS	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
22. Cash		$2,024,810	$785,741
23. Accounts Receivable	1	$281,396	$403,484
24. Loans Receivable	2	$0	
25. U.S. Treasury Securities		$0	$0
26. Investments	5	$1,558,763	$1,659,634
27. Fixed Assets	6	$12,642	$8,847
28. Other Assets	7	$214,086	$163,592
29. TOTAL ASSETS		$4,091,697	$3,021,298

LIABILITIES

LIABILITIES	Schedule Number	Start of Reporting Period (A)	End of Reporting Period (B)
30. Accounts Payable	8	$116,907	$92,841
31. Loans Payable	9	$5,949	$0
32. Mortgages Payable		$0	$0
33. Other Liabilities	10	$241,166	$272,860
34. TOTAL LIABILITIES		$364,022	$365,701

35. NET ASSETS	$3,727,675	$2,655,597

n LM-2 (Revised 2010)

TEMENT B - RECEIPTS AND DISBURSEMENTS

FILE NUMBER: 000-323

CASH RECEIPTS	SCH	AMOUNT
Dues and Agency Fees		$3,698,226
Per Capita Tax		$759,999
Fees, Fines, Assessments, Work Permits		$1,210
Sale of Supplies		$79,373
Interest		$0
Dividends		$43,649
Rents		$23,029
Sale of Investments and Fixed Assets	3	$1
Loans Obtained	9	$0
Repayments of Loans Made	2	
On Behalf of Affiliates for Transmittal to Them		$0
From Members for Disbursement on Their Behalf		$0
Other Receipts	14	$2,865,397
TOTAL RECEIPTS		$7,470,884

CASH DISBURSEMENTS	SCH	AMOUNT
50. Representational Activities	15	$4,093,658
51. Political Activities and Lobbying	16	$556,881
52. Contributions, Gifts, and Grants	17	$134,108
53. General Overhead	18	$1,700,539
54. Union Administration	19	$981,347
55. Benefits	20	$660,334
56. Per Capita Tax		$55,807
57. Strike Benefits		$0
58. Fees, Fines, Assessments, etc.		$0
59. Supplies for Resale		$0
60. Purchase of Investments and Fixed Assets	4	$181,766
61. Loans Made	2	
62. Repayment of Loans Obtained	9	$5,949
63. To Affiliates of Funds Collected on Their Behalf		$0
64. On Behalf of Individual Members		$0
65. Direct Taxes		$339,564
66. Subtotal		$8,709,953
67. Withholding Taxes and Payroll Deductions		
67a. Total Withheld $584,230		
67b. Less Total Disbursed $584,230		
67c. Total Withheld But Not Disbursed		
68. TOTAL DISBURSEMENTS		$8,709,953

n LM-2 (Revised 2010)

HEDULE 1 - ACCOUNTS RECEIVABLE AGING SCHEDULE

FILE NUMBER: 000-323

Entity or Individual Name (A)	Total Account Receivable (B)	90-180 Days Past Due (C)	180+ Days Past Due (D)	Liquidated Account Receivable (E)
RANAKA FARMS	$45,780	$45,780		
JN	$6,007	$6,007		
l of all itemized accounts receivable	$51,787	$51,787	$0	$0
ls from all other accounts receivable	$351,697			
ls(Total of Column (B) will be automatically entered in Item 23, Column(B))	$403,484	$51,787	$0	$0

n LM-2 (Revised 2010)

EDULE 2 - LOANS RECEIVABLE

FILE NUMBER: 000-323

List below loans to officers, employees, or members which at any time during the porting period exceeded $250 and list all loans to business enterprises regarless of amount. (A)	Loans Outstanding at Start of Period (B)	Loans Made During Period (C)	Repayments Received During Period		Loans Outstanding at End of Period (E)
			Cash (D)(1)	Other Than Cash (D)(2)	
l of loans not listed above					
l of all lines above	$0	$0	$0	$0	$0
ls will be automatically entered in...	Item 24 Column (A)	Item 61	Item 45	Item 69 with Explanation	Item 24 Column (B)

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EDULE 3 - SALE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 000-323

Description (if land or buildings give location) (A)	Cost (B)	Book Value (C)	Gross Sales Price (D)	Amount Received (E)
UCK	$26,253	$0	$1	$1
al of all lines above	$26,253	$0	$1	$1
			Less Reinvestments	$0
(The total from Net Sales Line will be automatically entered in Item 43)			Net Sales	$1

m LM-2 (Revised 2010)

HEDULE 4 - PURCHASE OF INVESTMENTS AND FIXED ASSETS

FILE NUMBER: 000-323

Description (if land or buildings, give location) (A)	Cost (B)	Book Value (C)	Cash Paid (D)
MPUTER	$2,041	$1,418	$2,041
RKETABLE SECURIITES	$179,725	$179,725	$179,725
al of all lines above	$181,766	$181,143	$181,766
		Less Reinvestments	$0
(The total from Net Purchases Line will be automatically entered in Item 60.)		Net Purchases	$181,766

n LM-2 (Revised 2010)

HEDULE 5 - INVESTMENTS

FILE NUMBER: 000-323

Description (A)	Amount (B)
Marketable Securities	
otal Cost	$1,593,562
otal Book Value	$1,659,634
ist each marketable security which has a book value over $5,000 and exceeds 5% of Line B.	
RD ABBETT SHORT 29,278.081 SHRS	$135,850
S INFLATION 14,442.755SHRS	$165,225
Other Investments	
otal Cost	
otal Book Value	
st each other investment which has a book value over $5,000 and exceeds 5% of Line E. Also, list each subsidiary for which separate reports are attached.	
otal of Lines B and E (Total will be automatically entered in Item 26, Column(B))	$1,659,634

n LM-2 (Revised 2010)

EDULE 6 - FIXED ASSETS

FILE NUMBER: 000-323

Description (A)	Cost or Other Basis (B)	Total Depreciation or Amount Expensed (C)	Book Value (D)	Value (E)
and (give location)	$0		$0	$0
uildings (give location)	$0	$0	$0	$0
utomobiles and Other Vehicles				
ffice Furniture and Equipment	$297,938	$289,091	$8,847	$8,500
ther Fixed Assets				
otals of Lines A through E (Column(D) Total will be automatically entered in 27, Column(B))	$297,938	$289,091	$8,847	$8,500

n LM-2 (Revised 2003)

EDULE 7 - OTHER ASSETS

FILE NUMBER: 000-323

Description (A)	Book Value (B)
EPAID EXPENSES	$17,192
ANTS	$146,400
tal (Total will be automatically entered in Item 28, Column(B))	$163,592

m LM-2 (Revised 2010)

HEDULE 8 - ACCOUNTS PAYABLE AGING SCHEDULE

FILE NUMBER: 000-323

Entity or Individual Name (A)	Total Account Payable (B)	90-180 Days Past Due (C)	180+ Days Past Due (D)	Liquidated Account Payable (E)
al for all itemized accounts payable	$0	$0	$0	$0
al from all other accounts payable	$92,841	$0	$0	$0
tals (Total for Column(B) will be automatically entered in Item 30, Column(D))	$92,841	$0	$0	$0

m LM-2 (Revised 2010)

HEDULE 9 - LOANS PAYABLE

FILE NUMBER: 000-323

Source of Loans Payable at Any Time During the Reporting Period (A)	Loans Owed at Start of Period (B)	Loans Obtained During Period (C)	Repayment During Period Cash (D)(1)	Repayment During Period Other Than Cash (D)(2)	Loans Owed at End of Period (E)
YOTA	$5,949	$0	$5,949	$0	$0
al Loans Payable	$5,949	$0	$5,949	$0	$0
als will be automatically entered in...	Item 31 Column (C)	Item 44	Item 62	Item 69 with Explanation	Item 31 Column (D)

m LM-2 (Revised 2010)

HEDULE 10 - OTHER LIABILITIES

FILE NUMBER: 000-323

Description (A)	Amount at End of Period (B)
CRUED PAYROLL	$138,324
MPENSATED ABSENCES	$109,297
EMARKETING	$24,272
C	$967
al **Other Liabilities** (Total will be automatically entered in Item 33, Column(D))	$272,860

m LM-2 (Revised 2010)

HEDULE 11 - ALL OFFICERS AND DISBURSEMENTS TO OFFICERS

FILE NUMBER: 000-323

(A) Name	(B) Title	(C) Status	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL
KASHKOOLI, GIEV	NATIONAL VICE PRESIDENT	C	$64,740	$1,200	$18,167		$84,107

Schedule 15 Representational Activities	22 %	Schedule 16 Political Activities and Lobbying	44 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	16 %	Schedule 19 Administration	14 %

HERSHENBAUM, IRV

1ST VICE PRESEIDENT C			$58,397		$0		$3,234		$61,631
Schedule 15 Representational Activities	44 %	Schedule 16 Political Activities and Lobbying	16 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	29 %	Schedule 19 Administration	7 %
RODRIGUEZ, ARTURO S PRESIDENT C			$77,657		$6,600		$4,122		$88,379
Schedule 15 Representational Activities	14 %	Schedule 16 Political Activities and Lobbying	7 %	Schedule 17 Contributions	13 %	Schedule 18 General Overhead	57 %	Schedule 19 Administration	9 %
BARAJAS, EFREN 2ND VICE PRESIDENT C			$44,205		$1,240		$18,138		$63,583
Schedule 15 Representational Activities	85 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	3 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	11 %
GUZMAN, SERGIO SECRETARY / TREASURER C			$70,227		$6,600		$8,834		$85,661
Schedule 15 Representational Activities	35 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	46 %	Schedule 19 Administration	17 %
NICHOLSON, ERIK NATIONAL VICE PRESIDENT C			$62,362		$5,160		$52,059		$119,581
Schedule 15 Representational Activities	82 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	10 %	Schedule 19 Administration	7 %
OROPEZA, ERIKA NATIONAL VICE PRESIDENT C			$42,494		$4,800		$7,477		$54,771
Schedule 15 Representational Activities	56 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	32 %	Schedule 19 Administration	8 %
ELENES, ARMANDO NATIONAL VICE PRESIDENT C			$83,034		$4,800		$38,473		$126,307
Schedule 15 Representational Activities	79 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	4 %	Schedule 19 Administration	15 %
al Officer Disbursements			$503,116		$30,400		$150,504	$0	$684,020
s Deductions									$107,339
Disbursements									$576,681

n LM-2 (Revised 2010)

HEDULE 12 - DISBURSEMENTS TO EMPLOYEES

FILE NUMBER: 000-323

(A) Name	(B) Title	(C) Other Payer	(D) Gross Salary Disbursements (before any deductions)	(E) Allowances Disbursed	(F) Disbursements for Official Business	(G) Other Disbursements not reported in (D) through (F)	(H) TOTAL
GARCIA, RAQUEL PAYROLL CLERK C			$33,354		$261		$33,615

Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	85 %	Schedule 19 Administration	14 %
YBARRA, MARIA DATE ENTRY CLERK C				$19,833		$386			$20,219
Schedule 15 Representational Activities	1 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	95 %	Schedule 19 Administration	3 %
YBARRA, TANIS SPECIAL ASSISTANT C				$46,169	$3,400	$23,302			$72,871
Schedule 15 Representational Activities	8 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	51 %	Schedule 19 Administration	37 %
URANDAY, ESTHER INFRASTRUCTURE C				$45,329					$45,329
Schedule 15 Representational Activities	21 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	8 %	Schedule 18 General Overhead	27 %	Schedule 19 Administration	44 %
ARNOLD, ALISON DIRECT MARKETING MGR C				$46,623		$2,299			$48,922
Schedule 15 Representational Activities	14 %	Schedule 16 Political Activities and Lobbying	6 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	69 %	Schedule 19 Administration	11 %
PINAL, ROMAN ORGANIZER C				$57,692	$1,200	$11,984			$70,876
Schedule 15 Representational Activities	93 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	3 %	Schedule 19 Administration	1 %
ESTRADA, JULIO TECHNOLOGY MGR C				$53,480	$1,200	$7,727			$62,407
Schedule 15 Representational Activities	9 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	79 %	Schedule 19 Administration	11 %
BARAJAS, LAURO REGIONAL DIRECTOR C				$49,478	$4,800	$15,902			$70,180
Schedule 15 Representational Activities	88 %	Schedule 16 Political Activities and Lobbying	4 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	5 %	Schedule 19 Administration	3 %
VIDALES, EVERARDO MEMBERSHIP REP C				$38,987	$4,800	$11,778			$55,565
Schedule 15 Representational Activities	89 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	3 %	Schedule 19 Administration	6 %
CORONA, JOSE G ORGANIZER COORDINATOR C				$54,223	$4,800	$20,151			$79,174
Schedule 15 Representational Activities	94 %	Schedule 16 Political Activities and	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	2 %

	Lobbying											
WATKINS, JUSTIN PRODUCTION COORDINATOR C				$33,075			$154					$33,229
Schedule 15 Representational Activities	10 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	68 %	Schedule 19 Administration	20 %			
ROCHA, SUSANA ADMIN ASSISTANT C				$23,527								$23,527
Schedule 15 Representational Activities	68 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	29 %	Schedule 19 Administration	2 %			
FERNANDEZ, GUSTAVO ORGANIZER C				$34,261		$4,800	$12,510					$51,571
Schedule 15 Representational Activities	88 %	Schedule 16 Political Activities and Lobbying	4 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	6 %			
OROZCO, HEDIZABETH REGIONAL MEMBERSHIP C				$24,939			$52					$24,991
Schedule 15 Representational Activities	58 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	2 %	Schedule 18 General Overhead	34 %	Schedule 19 Administration	5 %			
ALVAREZ, MARTIN ORGANIZER C				$39,530		$4,800	$5,247					$49,577
Schedule 15 Representational Activities	93 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	3 %			
OROPEZA, NANCY REGIONAL MEMBERSHIP ASSOC C				$35,253		$4,800	$8,917					$48,970
Schedule 15 Representational Activities	85 %	Schedule 16 Political Activities and Lobbying	5 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	2 %	Schedule 19 Administration	7 %			
REYNOSO, ANA GUEST WORKER FUNDRAISER C				$19,567		$652	$4,175					$24,394
Schedule 15 Representational Activities	81 %	Schedule 16 Political Activities and Lobbying	6 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	12 %	Schedule 19 Administration	1 %			
MAGANA, RALPH STAFF ACCOUNTANT C				$36,700								$36,700
Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	97 %	Schedule 19 Administration	3 %			
SANCHEZ, LUPE EXECUTIVE ASSISTANT C				$38,054		$880	$1,007					$39,941
Schedule 15 Representational Activities	37 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	44 %	Schedule 19 Administration	15 %			

MECARTNEY, MARY MEMBERSHIP ASSISTANT C			$41,878		$1,200		$12,817		$55,895
Schedule 15 Representational Activities	28 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	60 %	Schedule 19 Administration	10 %
SHERMAN, JOCELYN INTERNET MANAGER C			$56,554		$930		$1,722		$59,206
Schedule 15 Representational Activities	9 %	Schedule 16 Political Activities and Lobbying	22 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	49 %	Schedule 19 Administration	16 %
MORAN, JUAN M REGIONAL DIRECTOR C			$40,397		$4,800		$13,381		$58,578
Schedule 15 Representational Activities	89 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	4 %	Schedule 19 Administration	5 %
ALVAREZ, CASIMIRO REGIONAL DIRECTOR C			$52,848		$4,800		$10,317		$67,965
Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	96 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	3 %
RUELAS, ROSA STAFF ACCOUNTANT C			$43,631				$86		$43,717
Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	97 %	Schedule 19 Administration	3 %
CERRITOS, FRANCISCO MEMBERSHIP REP C			$42,077		$4,800		$4,826		$51,703
Schedule 15 Representational Activities	95 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	2 %
TORRES, VIANEY ORGANIZER C			$36,847		$4,800		$4,869		$46,516
Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	3 %	Schedule 19 Administration	3 %
FLORES, BENITO ORGANIZER C			$38,268		$4,800		$5,511		$48,579
Schedule 15 Representational Activities	79 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	20 %	Schedule 19 Administration	1 %
MEJIA, OSCAR ORGANIZER C			$37,228		$4,800		$12,731		$54,759
Schedule 15 Representational Activities	89 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	3 %	Schedule 19 Administration	5 %
LOPEZ, ARMANDO ORGANIZER			$38,759		$4,800		$8,574		$52,133

C								
Schedule 15 Representational Activities	96 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	1 %
QUINTERO, SANTOS REGIONAL DIRECTOR C			$42,692		$4,800		$12,374		$59,866
Schedule 15 Representational Activities	83 %	Schedule 16 Political Activities and Lobbying	4 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	9 %	Schedule 19 Administration	4 %
SOLANO, JUVENAL ORGANIZER C			$33,147		$4,800		$4,679		$42,626
Schedule 15 Representational Activities	48 %	Schedule 16 Political Activities and Lobbying	42 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	10 %	Schedule 19 Administration	0 %
SOLANO, EULOGIO D ORGANIZER C			$20,040		$2,255		$2,688		$24,983
Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	4 %	Schedule 19 Administration	3 %
ROCKSTAD, LINDA CONTOLLER C			$66,684				$2,899		$69,583
Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	90 %	Schedule 19 Administration	9 %
CORTES, ANTONIO ORGANIZER C			$37,319		$4,800		$11,998		$54,117
Schedule 15 Representational Activities	80 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	8 %	Schedule 19 Administration	10 %
MACHUCA, MARIA COMMUNICATION C			$49,760		$1,800		$2,975		$54,535
Schedule 15 Representational Activities	5 %	Schedule 16 Political Activities and Lobbying	10 %	Schedule 17 Contributions	3 %	Schedule 18 General Overhead	76 %	Schedule 19 Administration	6 %
PADILLA, JAIME RESEARCH ANALYST C			$41,404		$1,160		$1,994		$44,558
Schedule 15 Representational Activities	92 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	2 %	Schedule 19 Administration	3 %
MOSQUEDA, JEANNETTE COMMUNITY LIASON C			$35,099		$720		$5,073		$40,892
Schedule 15 Representational Activities	38 %	Schedule 16 Political Activities and Lobbying	4 %	Schedule 17 Contributions	3 %	Schedule 18 General Overhead	44 %	Schedule 19 Administration	11 %
RUBIO, JUAN M ORGANIZER C			$37,481		$4,800		$11,542		$53,823
Schedule 15		Schedule 16		Schedule 17		Schedule 18		Schedule 19	

Representational Activities	59 %	Political Activities and Lobbying	4 %	Contributions	2 %	General Overhead	28 %	Administration	7 %
AVILES, PATRICIA EXECUTIVE ASSISTANT C				$34,534		$931			$35,465
Schedule 15 Representational Activities	5 %	Schedule 16 Political Activities and Lobbying	18 %	Schedule 17 Contributions	2 %	Schedule 18 General Overhead	60 %	Schedule 19 Administration	15 %
LYNCH, TOM ATTORNEY C				$56,720	$1,740	$940			$59,400
Schedule 15 Representational Activities	80 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	2 %	Schedule 18 General Overhead	12 %	Schedule 19 Administration	3 %
MARTINEZ, MARIO ATTORNEY C				$74,468	$4,740	$16,682			$95,890
Schedule 15 Representational Activities	80 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	2 %	Schedule 18 General Overhead	12 %	Schedule 19 Administration	3 %
VALENZUELA, JORGE A OPERATION MGR C				$42,800	$4,800	$41,191			$88,791
Schedule 15 Representational Activities	45 %	Schedule 16 Political Activities and Lobbying	9 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	31 %	Schedule 19 Administration	11 %
ROMERO, TERESA EXECUTIVE ASSISTANT C				$43,050	$1,200	$3,622			$47,872
Schedule 15 Representational Activities	18 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	72 %	Schedule 19 Administration	9 %
URIAS, EDGAR ORGANIZER C				$39,760	$4,800	$8,302			$52,862
Schedule 15 Representational Activities	95 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	2 %	Schedule 19 Administration	1 %
SOLTELO, AIDA PARA LEGAL C				$40,942	$4,720	$5,941			$51,603
Schedule 15 Representational Activities	75 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	22 %	Schedule 19 Administration	3 %
ALVAREZ, DIANA A.P CLERK C				$32,347		$70			$32,417
Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	99 %	Schedule 19 Administration	1 %
HERNANDEZ, JANELLE C MEMBER BENEFITS COORDINAT C				$35,141	$3,200	$14,027			$52,368
Schedule 15 Representational Activities	61 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	27 %	Schedule 19 Administration	8 %

VASQUEZ, GUSTAVO ORGANIZER C			$34,240		$4,800		$4,573			$43,613
Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	4 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	3 %	Schedule 19 Administration	2 %	
VALENZUELA, JESUS EXECUTIVE ASSISTANT C			$27,535		$1,200		$6,954			$35,689
Schedule 15 Representational Activities	66 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	26 %	Schedule 19 Administration	5 %	
PATRICIO, STEPHANIE ORGANIZER C			$35,534		$4,400		$5,418			$45,352
Schedule 15 Representational Activities	64 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	17 %	Schedule 19 Administration	12 %	
FLORES, OFELIA C ORGANIZER C			$30,069		$2,350		$4,015			$36,434
Schedule 15 Representational Activities	95 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	1 %	
SOTO- MELENDREZ, INDIA ORGANIZER C			$34,108		$4,800		$2,913			$41,821
Schedule 15 Representational Activities	92 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	3 %	Schedule 19 Administration	2 %	
BARRIENTOS, MANUEL ORGANIZER C			$34,108		$4,800		$4,294			$43,202
Schedule 15 Representational Activities	92 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	2 %	Schedule 19 Administration	3 %	
GUTIERREZ, ALEJANDRA ORGANIZER C			$31,872		$4,800		$9,413			$46,085
Schedule 15 Representational Activities	93 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	3 %	
CORONA, JESUS ORGANIZER C			$39,395		$4,000		$1,812			$45,207
Schedule 15 Representational Activities	96 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	2 %	Schedule 19 Administration	0 %	
TRUJILLIO, EFRAIN ORGANIZER C			$23,163		$1,785		$3,816			$28,764
Schedule 15 Representational Activities	48 %	Schedule 16 Political Activities and Lobbying	42 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	10 %	Schedule 19 Administration	0 %	
GARCIA, DIANA RESEARCHER			$15,900				$224			$16,124

C								
Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	6 %	Schedule 17 Contributions		Schedule 18 General Overhead	1 %	Schedule 19 Administration	3 %
LARIOS, MARIA G NEGOCIATION COORDINATOR C			$19,037		$1,600	$902			$21,539
Schedule 15 Representational Activities	61 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	6 %	Schedule 18 General Overhead	32 %	Schedule 19 Administration	1 %
MEDRANO, MARIA C RECEPTIONIST C			$20,400			$513			$20,913
Schedule 15 Representational Activities	25 %	Schedule 16 Political Activities and Lobbying		Schedule 17 Contributions	4 %	Schedule 18 General Overhead	68 %	Schedule 19 Administration	3 %
RAMIREZ, LETICIA OFFICE ADMIN C			$28,753			$723			$29,476
Schedule 15 Representational Activities	54 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	43 %	Schedule 19 Administration	2 %
NESIC, MARTHA ORGANIZER C			$19,219		$775	$4,134			$24,128
Schedule 15 Representational Activities	8 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	82 %	Schedule 19 Administration	10 %
MEJIA, MARICHEL ORGANIZER C			$24,720		$850	$2,420			$27,990
Schedule 15 Representational Activities	25 %	Schedule 16 Political Activities and Lobbying	58 %	Schedule 17 Contributions	2 %	Schedule 18 General Overhead	12 %	Schedule 19 Administration	3 %
CASAS, ANDREA ORGANIZER C			$16,087		$650	$1,159			$17,896
Schedule 15 Representational Activities	97 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	0 %
FLORES- TINOCO, JOSE B ORGANIZER C			$30,720		$4,450	$7,717			$42,887
Schedule 15 Representational Activities	65 %	Schedule 16 Political Activities and Lobbying	6 %	Schedule 17 Contributions	2 %	Schedule 18 General Overhead	21 %	Schedule 19 Administration	6 %
CEPEIDA-MOJARRO, VICTORIA POLITICAL DIRECTOR C			$33,612		$2,850	$1,477			$37,939
Schedule 15 Representational Activities	1 %	Schedule 16 Political Activities and Lobbying	75 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	14 %	Schedule 19 Administration	10 %
CORTES, EDUARDO ORGANIZER C			$11,742		$1,600	$1,163			$14,505
		Schedule 16							

Schedule 15 Representational Activities	91 %	Political Activities and Lobbying	3 %	Schedule 17 Contributions	2 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	4 %
RODRIGUEZ, ADRIAN OFFICE ADMIN C		$10,144				$234			$10,378
Schedule 15 Representational Activities	29 %	Schedule 16 Political Activities and Lobbying	5 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	57 %	Schedule 19 Administration	9 %
SARAVIA, SANDRA ORGANIZER C		$13,699		$1,687		$2,174			$17,560
Schedule 15 Representational Activities	82 %	Schedule 16 Political Activities and Lobbying	1 %	Schedule 17 Contributions	4 %	Schedule 18 General Overhead	1 %	Schedule 19 Administration	12 %
EVES, RANDI ADMIN ASSISTANT C		$16,132				$220			$16,352
Schedule 15 Representational Activities	0 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	95 %	Schedule 19 Administration	5 %
LEONZO, TANYA X EXECUTIVE ASSISTANT C		$23,544				$3,394			$26,938
Schedule 15 Representational Activities	21 %	Schedule 16 Political Activities and Lobbying	2 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	53 %	Schedule 19 Administration	23 %
SOTO, PETRA ORGANIZER C		$13,716		$750		$3,654			$18,120
Schedule 15 Representational Activities	88 %	Schedule 16 Political Activities and Lobbying	4 %	Schedule 17 Contributions	6 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	2 %
GUERRERO- BELTRA, PAOLA ADMIN ASSISTANT C		$21,446		$2,273		$1,331			$25,050
Schedule 15 Representational Activities	58 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	34 %	Schedule 19 Administration	8 %
RIZO, BRENDA LAW APPRENTICE C		$23,544		$3,273		$4,022			$30,839
Schedule 15 Representational Activities	72 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	24 %	Schedule 19 Administration	4 %
RODRIGUEZ, DAVID LAW APPRENTICE C		$20,931		$2,567		$3,481			$26,979
Schedule 15 Representational Activities	65 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	30 %	Schedule 19 Administration	5 %
BONILLA, EDGAR ORGANIZER C		$13,170		$1,273		$794			$15,237
Schedule 15 Representational Activities	93 %	Schedule 16 Political Activities and Lobbying	5 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	0 %	Schedule 19 Administration	2 %

MARTINEZ, JOSE G INTL LABOR ADOVACATE C				$18,615		$779		$11,167		$30,561
Schedule 15 Representational Activities	94 %	Schedule 16 Political Activities and Lobbying	0 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	6 %	Schedule 19 Administration	0 %	
VALDEZ, LIZBETH ORGANIZER C				$15,322		$1,800		$1,167		$18,289
Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	4 %	Schedule 17 Contributions		Schedule 18 General Overhead	6 %	Schedule 19 Administration	0 %	
MENDOZA, GRECIA ORGANIZER C				$14,720		$2,074		$1,509		$18,303
Schedule 15 Representational Activities	90 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	7 %	Schedule 19 Administration	0 %	
ROQUE, VICTOR ORGANIZER C				$13,568		$2,037		$992		$16,597
Schedule 15 Representational Activities	91 %	Schedule 16 Political Activities and Lobbying	3 %	Schedule 17 Contributions	0 %	Schedule 18 General Overhead	6 %	Schedule 19 Administration	0 %	
BARAJAS, MARIA F ORGANIZER C				$32,188		$4,800		$10,449		$47,437
Schedule 15 Representational Activities	86 %	Schedule 16 Political Activities and Lobbying	4 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	3 %	Schedule 19 Administration	6 %	

ALS RECEIVED BY EMPLOYEES MAKING LESS THAN $10000				$381,647		$19,104		$39,348		$440,099
Schedule 15 Representational Activities	60 %	Schedule 16 Political Activities and Lobbying	24 %	Schedule 17 Contributions	1 %	Schedule 18 General Overhead	12 %	Schedule 19 Administration	3 %	
Employee Disbursements				$3,064,549		$210,324		$496,190	$0	$3,771,063
Deductions										$476,891
Disbursements										$3,294,172

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EDULE 13 - MEMBERSHIP STATUS

FILE NUMBER: 000-323

Category of Membership (A)	Number (B)	Voting Eligibility (C)
LECTIVE BARGAINING	3,329	Yes
RED MEMBERS	1,052	No
BERS IN SERVICE	62	Yes
bers (Total of all lines above)	4,443	
cy Fee Payers*	48	
Members/Fee Payers	4,491	

ncy Fee Payers are not considered members of the labor organization.

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TAILED SUMMARY PAGE - SCHEDULES 14 THROUGH 19

FILE NUMBER: 000-323

SCHEDULE 14 OTHER RECEIPTS	
Named Payer Itemized Receipts	$493,396
Named Payer Non-itemized Receipts	$0
All Other Receipts	$2,372,001
Total Receipts	$2,865,397

SCHEDULE 17 CONTRIBUTIONS, GIFTS & GRANTS	
1. Named Payee Itemized Disbursements	$0
2. Named Payee Non-itemized Disbursements	$0
3. To Officers	$21,036
4. To Employees	$109,889
5. All Other Disbursements	$3,183
6. Total Disbursements	$134,108

SCHEDULE 15 REPRESENTATIONAL ACTIVITIES	
Named Payee Itemized Disbursements	$278,416
Named Payee Non-itemized Disbursements	$715,978
To Officers	$370,533
To Employees	$2,215,015
All Other Disbursements	$513,716
Total Disbursements	$4,093,658

SCHEDULE 16 POLITICAL ACTIVITIES AND LOBBYING	
Named Payee Itemized Disbursements	$5,000
Named Payee Non-itemized Disbursements	$148,172
To Officers	$59,506
To Employees	$274,174
All Other Disbursements	$70,029
Total Disbursement	$556,881

SCHEDULE 18 GENERAL OVERHEAD	
1. Named Payee Itemized Disbursements	$243,847
2. Named Payee Non-itemized Disbursements	$256,119
3. To Officers	$155,647
4. To Employees	$934,772
5. All Other Disbursements	$110,154
6. Total Disbursements	$1,700,539

SCHEDULE 19 UNION ADMINISTRATION	
1. Named Payee Itemized Disbursements	$455,347
2. Named Payee Non-itemized Disbursements	$67,556
3. To Officers	$77,298
4. To Employees	$237,214
5. All Other Disbursements	$143,932
6. Total Disbursements	$981,347

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HEDULE 14 - OTHER RECEIPTS

FILE NUMBER: 000-323

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
IANZ 60 NEAPOLIS 59	NATION	DONATION FOR CONVENTION	03/29/2012	$18,732
		Total Itemized Transactions with this Payee/Payer		$18,732
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$18,732
AMED HEALTH SERVICES CORP) CAMFIELD AVE ANGELES 40	H	CONVENTION DONATION	09/27/2012	$5,000
		Total Itemized Transactions with this Payee/Payer		$5,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$5,000
RICAN LIFE INSURANCE COMPANY		Purpose	Date	Amount

	(C)	(D)	(E)
08	CONVENTION AD BOOK	03/14/2012	$5,000
ACO	Total Itemized Transactions with this Payee/Payer		$5,000
797	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$5,000
SH			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
&T	CONVENTION AD BOOK	01/18/2012	$15,000
3 AKARD ST #110	Total Itemized Transactions with this Payee/Payer		$15,000
LLAS	Total Non-Itemized Transactions with this Payee/Payer		
202	Total of All Transactions with this Payee/Payer for This Schedule		$15,000
Type or Classification (B)			
SH			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
RMAN FOR CONGRESS	DONATION	04/18/2012	$60,000
0 WILSHIRE BLVD STE 1612	Total Itemized Transactions with this Payee/Payer		$60,000
S ANGELES	Total Non-Itemized Transactions with this Payee/Payer		
48	Total of All Transactions with this Payee/Payer for This Schedule		$60,000
Type or Classification (B)			
SH			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
RTON FOR BOARD OF EQUALIZATION	CONVENTION AD BOOK	04/10/2012	$10,000
CALIFORNIA ST STE 400	Total Itemized Transactions with this Payee/Payer		$10,000
N FRANCISCO	Total Non-Itemized Transactions with this Payee/Payer		
04	Total of All Transactions with this Payee/Payer for This Schedule		$10,000
Type or Classification (B)			
SH			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
SSIC CHARTER, INC	DONATION	06/13/2012	$9,705
ALIA	Total Itemized Transactions with this Payee/Payer		$9,705
79	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$9,705
H			

Name and Address (A)	Purpose	Date	Amount
NANDO ARMENTA FOR SUPERVISOR			

	(C)	(D)	(E)
03			
LINAS	DONATION	03/22/2012	$17,985
	DONATION	05/03/2012	$20,971
912	Total Itemized Transactions with this Payee/Payer		$38,956
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
SH	Total of All Transactions with this Payee/Payer for This Schedule		$38,956

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ERNATIONAL UAW			
00 EAST JEFFERSON AVE	DONATION FOR CONVENTION	08/14/2012	$100,000
TROIT	Total Itemized Transactions with this Payee/Payer		$100,000
214	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$100,000
SH			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
E UNION AFL-CIO			
2 BULL ST STE 200	CONVENTION DONATION	03/02/2012	$5,000
/ANNAH	Total Itemized Transactions with this Payee/Payer		$5,000
01	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$5,000
SH			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
SED			
8 W. VERNOR HWY	DONATION	12/28/2012	$5,000
TROIT	CONVENTION AD BOOK	05/31/2012	$5,000
09	Total Itemized Transactions with this Payee/Payer		$10,000
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
NATION	Total of All Transactions with this Payee/Payer for This Schedule		$10,000

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ORERS INTL UNION OF N.A.			
16TH ST NW	CONVENTION AD BOOK	05/01/2012	$5,000
SHINGTON	Total Itemized Transactions with this Payee/Payer		$5,000
06	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$5,000
H			

Name and Address (A)	Purpose	Date	Amount
R FAMILY FOUNDATION			

Name and Address (A)	Type or Classification (B)	(C)	(D)	(E)
) N. CRESCENT DR SUITE 25 VERLY HILLS 210	SH	DONATION	02/23/2012	$5,000
		Total Itemized Transactions with this Payee/Payer		$5,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$5,000

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
CAL 153 DEFENSE FUND) W. 14TH ST W YORK)11	NATION	DONATION	01/18/2012	$10,000
		Total Itemized Transactions with this Payee/Payer		$10,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$10,000

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
S ANGELES FEDERATION OF LABOR 0 WEST JAMES M WOOD BLVD S ANGELES 06	SH	CONVENTION AD BOOK	02/29/2012	$5,000
		Total Itemized Transactions with this Payee/Payer		$5,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$5,000

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
TIONAL ASSOC OF SOCIAL WORKERS-CA CHAPTERS 6 23RD ST CRAMENTO 16	SH	CONVENTION AD BOOK	05/19/2012	$5,000
		Total Itemized Transactions with this Payee/Payer		$5,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$5,000

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
ERLANDER CONCERTS 3 HOLLYWOOD BLVD ANGELES 28	H	PROCEEDS FROM CONCERT	06/22/2012	$30,164
		Total Itemized Transactions with this Payee/Payer		$30,164
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$30,164

Name and Address (A)
ICE & PROFESSIONAL EMPLOYEES INTERNATIONAL

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
IO 1 N. CHERRY LN RT WORTH 108	SH	CONVENTION DONATION	02/15/2012	$5,000
		Total Itemized Transactions with this Payee/Payer		$5,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$5,000
EIU NE PROVIDED NE PROVIDED 50	SH	DONATION FOR CONVENTION	01/25/2012	$25,000
		CONVENTION AD BOOK	05/22/2012	$25,000
		Total Itemized Transactions with this Payee/Payer		$50,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$50,000
FAM OF AMERICA CAUSEWAY ST STON	SH	REIMBURSEMENT	10/25/2012	$5,952
		Total Itemized Transactions with this Payee/Payer		$5,952
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$5,952
LEY THOMAS FOR SUPERVISOR 1 S. HILLCREST DR ANGELES 43	H	CONVENTION AD BOOK	05/17/2012	$5,000
		HOLIDAY AD BOOK	10/18/2012	$5,000
		Total Itemized Transactions with this Payee/Payer		$10,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$10,000
J HEALTHCARE WWORKERS EAST 2 V YORK 08	H	RESEARCH DONATION	02/24/2012	$20,000
		Total Itemized Transactions with this Payee/Payer		$20,000
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$20,000
GALE GROUP, INC				

91 NATORP BLVD
ASON
040

Type or Classification (B)
SH

Purpose (C)	Date (D)	Amount (E)
ROYALTY	02/15/2012	$7,823
Total Itemized Transactions with this Payee/Payer		$7,823
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$7,823

Name and Address (A)
EATRICAL ENTERPRISES INC
BROADWAY SUITE 600
N DIEGO
01

Type or Classification (B)
SH

Purpose (C)	Date (D)	Amount (E)
PROCEEDS FROM CONCERT	06/18/2012	$15,072
Total Itemized Transactions with this Payee/Payer		$15,072
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$15,072

Name and Address (A)
MPKINS CHARITABLE GIFT FUND
9
ACA
51

Type or Classification (B)
SH

Purpose (C)	Date (D)	Amount (E)
CONVENTION DONATION	03/01/2012	$5,000
Total Itemized Transactions with this Payee/Payer		$5,000
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$5,000

Name and Address (A)
NSFAIR USA
0 BROADWAY SUITE 400
KLAND
12

Type or Classification (B)
H

Purpose (C)	Date (D)	Amount (E)
REIMBURSEMENT	03/16/2012	$6,000
Total Itemized Transactions with this Payee/Payer		$6,000
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$6,000

Name and Address (A)
TED DOMESTIC WORKERS OF AMERICA
) 5TH AVE SUITE 300
I DIEGO
03

Type or Classification (B)
H

Purpose (C)	Date (D)	Amount (E)
RESEARCH DONATION	09/19/2012	$5,000
Total Itemized Transactions with this Payee/Payer		$5,000
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$5,000

Name and Address (A)
ED FOOD & COMMERICAL WORKERS INTL UNION,

C

75 K ST, N.W.
ASHINGTON
006

Type or Classification
(B)
SH

Purpose (C)	Date (D)	Amount (E)
CONVENTION DONATION	06/21/2012	$10,000
Total Itemized Transactions with this Payee/Payer		$10,000
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$10,000

Name and Address
(A)
LLITIX, LLC

05 ALTA VISTA DR
KERSFIELD
305

Type or Classification
(B)
SH

Purpose (C)	Date (D)	Amount (E)
PROCEEDS FROM CONCERT	06/19/2012	$15,992
Total Itemized Transactions with this Payee/Payer		$15,992
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$15,992

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HEDULE 15 - REPRESENTATIONAL ACTIVITIES

FILE NUMBER: 000-323

Name and Address
(A)
T

AKARD ST
LAS
02

Type or Classification
(B)
H-TELEPHONE

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$13,137
Total of All Transactions with this Payee/Payer for This Schedule		$13,137

Name and Address
(A)
KREATIVE

VARSITY CT
UNTAINVIEW
40

Type or Classification
(B)
H- COPYWRITTING

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$10,600
Total of All Transactions with this Payee/Payer for This Schedule		$10,600

Name and Address
(A)
LE & ASSOC

ALIFORNIA ST #680
FRANCISCO
1

Type or Classification
(B)

Purpose (C)	Date (D)	Amount (E)
CONSULTING	06/07/2012	$6,000
Total Itemized Transactions with this Payee/Payer		$6,000
Total Non-Itemized Transactions with this Payee/Payer		$55,628
Total of All Transactions with this Payee/Payer for This Schedule		$61,628

SH- CONSULTING

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
RPENTERS LOCAL 751)6 CORBY AVE NTA ROSA)07	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$15,060
	Total of All Transactions with this Payee/Payer for This Schedule		$15,060
Type or Classification (B)			
SH- RENT			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
SAR CHAVEZ FOUNDATION :NE	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$79,048
	Total of All Transactions with this Payee/Payer for This Schedule		$79,048
Type or Classification (B)			
SH- SERVICES			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
NNIE BOYD :NOW :NOWN 31	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$5,000
	Total of All Transactions with this Payee/Payer for This Schedule		$5,000
Type or Classification (B)			
H- COPYWRITTING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
XIA CHEN NOWN NOWN :1	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$10,150
	Total of All Transactions with this Payee/Payer for This Schedule		$10,150
Type or Classification (B)			
H- CONSULTING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ANGE LANDEN FINANCIAL OLD EAGLE SCHOOL RD #1 NE 7	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$5,999
	Total of All Transactions with this Payee/Payer for This Schedule		$5,999
Type or Classification (B)			
H-COPIER			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
EVON MERCHANT SERVICES			
00 CHAOMAN HWY			
IOXVILLE			
920	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$5,296
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$5,296
SH- MERCHANT SERVICES			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
TRAVISION COMMUNICATIONS	ADVERTISING	05/31/2012	$6,000
25 OLYMPIC BLVD STE 6000	ADVERTISING	07/01/2012	$6,000
NTA MONICA	ADVERTISING	09/14/2012	$6,000
404	ADVERTISING	10/02/2012	$6,000
	Total Itemized Transactions with this Payee/Payer		$24,000
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
SH- ADVERTISING	Total of All Transactions with this Payee/Payer for This Schedule		$24,000

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
E N. ERICKSON			
LUNDY LN			
S ALTOS			
24	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$60,510
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$60,510
SH- RENT/ PARKING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
(PRINTING COMPANY			
0 SAN FERNANDO RD	PRINTING	04/06/2012	$13,097
N VALLEY	Total Itemized Transactions with this Payee/Payer		$13,097
52	Total Non-Itemized Transactions with this Payee/Payer		$6,525
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$19,622
H-PRINTING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
NKEL & COMPANY INSURANCE			
HUDSON ST #4			
V YORK			
4	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$9,516
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$9,516
H-INSURANCE			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
SLER NEO POST			
35 BRECKINRIDGE BLVD #100			
LUTH			
096	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$64,550
	Total of All Transactions with this Payee/Payer for This Schedule		$64,550
Type or Classification (B)			
SH- POSTAGE			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
PS- OLSON COMPANY			
10 Excelsior Blvd	PRINTING	11/13/2012	$9,646
neapolis	PRINTING	12/21/2012	$13,757
26	Total Itemized Transactions with this Payee/Payer		$23,403
	Total Non-Itemized Transactions with this Payee/Payer		$7,825
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$31,228
SH-PRINTING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ALID B CHAUDRY			
KNOWN			
KNOWN	Total Itemized Transactions with this Payee/Payer		
31	Total Non-Itemized Transactions with this Payee/Payer		$7,000
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$7,000
SH-RENT			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
THEW GOLDBERG			
KNOWN			
KNOWN	MEDIATION	07/25/2012	$8,839
	Total Itemized Transactions with this Payee/Payer		$8,839
31	Total Non-Itemized Transactions with this Payee/Payer		$9,580
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$18,419
H- MEDIATION			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
CHELL PRINTING & EMBROIDERY			
84			
ANGELES	Total Itemized Transactions with this Payee/Payer		
3	Total Non-Itemized Transactions with this Payee/Payer		$7,745
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$7,745
H- PRINTING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
)DERN POSTCARD 75 FARADAY AVE RLSBAD)08	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$6,000
	Total of All Transactions with this Payee/Payer for This Schedule		$6,000
Type or Classification (B)			
SH- PRINTING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ITEL 6)1 INTERNATIONAL PRK WAY RROLLTON)07	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$5,723
	Total of All Transactions with this Payee/Payer for This Schedule		$5,723
Type or Classification (B)			
SH- LODGING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
MES IN THE NEWS GRAND AVE SUITE 1545 KLAND 12	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$5,363
	Total of All Transactions with this Payee/Payer for This Schedule		$5,363
Type or Classification (B)			
SH MAILING LIST			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
IONAL CHAVEZ FOUNDATION NE 31	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$107,228
	Total of All Transactions with this Payee/Payer for This Schedule		$107,228
Type or Classification (B)			
H- RENT / UTILITIES			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
VAN, INC 15th St NW #500 SHINGTON)5	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$8,400
	Total of All Transactions with this Payee/Payer for This Schedule		$8,400
Type or Classification (B)			
H- CONSULTING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
FICE DEPOT)0 NORTH MILITARY TRAIL CA RATON 496	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$8,941
	Total of All Transactions with this Payee/Payer for This Schedule		$8,941
Type or Classification (B)			
SH- OFFICE SUPPLIES			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ACHTREE DATA, INC 5 PREMIERE PARKWAY #200 LUTH 97	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$7,819
	Total of All Transactions with this Payee/Payer for This Schedule		$7,819
Type or Classification (B)			
SH-SOFTWARE			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
LIAO SHEN BOCK AVE nton	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$11,200
	Total of All Transactions with this Payee/Payer for This Schedule		$11,200
Type or Classification (B)			
SH- RENT			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
KE eale Street, I FRANCISCO 05	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$6,831
	Total of All Transactions with this Payee/Payer for This Schedule		$6,831
Type or Classification (B)			
H- UTILITIES			
Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
FORD & COMPANY W. FALLBROOK AVE #101 SNO 1	MAILING LIST	08/10/2012	$5,960
	Total Itemized Transactions with this Payee/Payer		$5,960
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		$5,960
Type or Classification (B)			
H- MAILING LIST			
Name and Address			

(A) Name and Address	Purpose (C)	Date (D)	Amount (E)
CH FOX & ASSOC	CONSULTING	11/21/2012	$6,250
751 165TH ST #103	CONSULTING	02/24/2012	$6,250
LAND PARK	CONSULTING	06/26/2012	$6,250
467	CONSULTING	08/13/2012	$6,250
Type or Classification (B)	Total Itemized Transactions with this Payee/Payer		$25,000
SH- CONSULTING	Total Non-Itemized Transactions with this Payee/Payer		$12,595
	Total of All Transactions with this Payee/Payer for This Schedule		$37,595

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
BERT PALMER INVESTMENTS			
7 Las Canoas Rd	Total Itemized Transactions with this Payee/Payer		
NTA BARBARA	Total Non-Itemized Transactions with this Payee/Payer		$19,500
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$19,500
SH- RENT			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
SANNE BONILLA PROPERTY			
SAN CARLOS	Total Itemized Transactions with this Payee/Payer		
DERA	Total Non-Itemized Transactions with this Payee/Payer		$12,030
37	Total of All Transactions with this Payee/Payer for This Schedule		$12,030
Type or Classification (B)			
H- RENT			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
HA, INC			
Portola Dr	Total Itemized Transactions with this Payee/Payer		
Rey Oaks	Total Non-Itemized Transactions with this Payee/Payer		$7,000
10	Total of All Transactions with this Payee/Payer for This Schedule		$7,000
Type or Classification (B)			
H- RENT			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
TH REALTY			
Padre Dr	Total Itemized Transactions with this Payee/Payer		
as	Total Non-Itemized Transactions with this Payee/Payer		$5,960
1	Total of All Transactions with this Payee/Payer for This Schedule		$5,960
Type or Classification (B)			
H- RENT			

Name and Address (A)

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
UTHERN CALIFORNIA 14 WALNUT GROVE SEMEAD '70	SH- UTILITIES	Total Itemized Transactions with this Payee/Payer		
		Total Non-Itemized Transactions with this Payee/Payer		$7,256
		Total of All Transactions with this Payee/Payer for This Schedule		$7,256
NK INK MARKETING 2 Prince Dr ıtington Beach 47	SH- DIRECT MAIL	Total Itemized Transactions with this Payee/Payer		
		Total Non-Itemized Transactions with this Payee/Payer		$9,568
		Total of All Transactions with this Payee/Payer for This Schedule		$9,568
)MAS C. PELLETIER BAY AVE CHOGUE 72	NSULTING	Total Itemized Transactions with this Payee/Payer		
		Total Non-Itemized Transactions with this Payee/Payer		$6,850
		Total of All Transactions with this Payee/Payer for This Schedule		$6,850
NSAMERICAN MAILING STATE PL ONDIDO 29	H- MAILING	MAIL / POSTAGE	12/01/2012	$5,266
		MAIL / POSTAGE	02/10/2012	$9,189
		MAIL / POSTAGE	03/09/2012	$5,399
		MAIL / POSTAGE	04/06/2012	$10,381
		MAIL / POSTAGE	05/04/2012	$8,150
		MAIL / POSTAGE	06/26/2012	$8,929
		MAIL / POSTAGE	07/11/2012	$29,494
		MAIL / POSTAGE	08/13/2012	$67,627
		Total Itemized Transactions with this Payee/Payer		$144,435
		Total Non-Itemized Transactions with this Payee/Payer		$80,683
		Total of All Transactions with this Payee/Payer for This Schedule		$225,118
CAPU, INC SW 11ST MISTON 8	H- RENT	Total Itemized Transactions with this Payee/Payer		
		Total Non-Itemized Transactions with this Payee/Payer		$7,200
		Total of All Transactions with this Payee/Payer for This Schedule		$7,200

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
W FOUNDATION			
ENE	HOLMES AGREEMENT	10/25/2012	$21,832
	Total Itemized Transactions with this Payee/Payer		$21,832
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		$758
SH- HOLMES AGREEMENT	Total of All Transactions with this Payee/Payer for This Schedule		$22,590

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ITED PARCEL SERVICES			
GLENLAKE PARKWAY ANTA	Total Itemized Transactions with this Payee/Payer		
28	Total Non-Itemized Transactions with this Payee/Payer		$5,904
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$5,904
SH-POSTAGE			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
LIAM E. RIKER			
KNOWN KNOWN	MEDIATION	07/02/2012	$5,850
	Total Itemized Transactions with this Payee/Payer		$5,850
31	Total Non-Itemized Transactions with this Payee/Payer		$0
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$5,850
H			

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IEDULE 16 - POLITICAL ACTIVITIES AND LOBBYING

FILE NUMBER 000-323

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
RE2.COM			
SHORELINE DR #300 WOOD CITY	CONSULTING	08/22/2012	$5,000
65	Total Itemized Transactions with this Payee/Payer		$5,000
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
H	Total of All Transactions with this Payee/Payer for This Schedule		$5,000

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
SAR CHAVEZ FOUNDATION			
NE	Total Itemized Transactions with this Payee/Payer		
1	Total Non-Itemized Transactions with this Payee/Payer		$8,146
	Total of All Transactions with this Payee/Payer for This Schedule		$8,146

Type or Classification (B)
SH/ SERVICES

Name and Address (A)
ASSIC CHARTER
3
ALIA

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$11,839
Total of All Transactions with this Payee/Payer for This Schedule		$11,839

Type or Classification (B)
h/ TRANSPORTATION

Name and Address (A)
NIEL HENRY
4 CHIPPENDALE
EMOS
64

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$11,081
Total of All Transactions with this Payee/Payer for This Schedule		$11,081

Type or Classification (B)
SH/ CONSULTING

Name and Address (A)
VON MERCHANT SERVICES
) CHAPMAN HWY
)XVILLE
20

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$6,119
Total of All Transactions with this Payee/Payer for This Schedule		$6,119

Type or Classification (B)
H/ MERCHANT SERVICES

Name and Address (A)
ERANZA ROSS
) L ST
RAMENTO
1

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$30,417
Total of All Transactions with this Payee/Payer for This Schedule		$30,417

Type or Classification (B)
H- CONSULTING

Name and Address (A)
OLODRINA RESTURAUNT
T 17 OLVERA ST
ANGELES
2

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$5,500
Total of All Transactions with this Payee/Payer for This Schedule		$5,500

Type or Classification

(B)
SH- FOOD

Name and Address
(A)
GDALENA MARTINEZ

46 CESAR CHAVEZ AVE
ST LOS ANGELES

022

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$36,270
Total of All Transactions with this Payee/Payer for This Schedule		$36,270

Type or Classification
(B)
SH-RENT FOR LA OFFICE

Name and Address
(A)
RC GROSSMAN

11 EAST CURTIS DR
CRAMENTO

118

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$16,800
Total of All Transactions with this Payee/Payer for This Schedule		$16,800

Type or Classification
(B)
SH- CONSULTING

Name and Address
(A)
SS COMMUNICATIONS

0 L ST
CRAMENTO

11

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$22,000
Total of All Transactions with this Payee/Payer for This Schedule		$22,000

Type or Classification
(B)
SH- CONSULTING

n LM-2 (Revised 2010)

IEDULE 17 - CONTRIBUTIONS, GIFTS & GRANTS

FILE NUMBER: 000-323

There was no data found for this schedule.

IEDULE 18 - GENERAL OVERHEAD

FILE NUMBER: 000-323

Name and Address
(A)
CKBAUD

DANIEL ISLAND DR
RLESTON

2

Purpose (C)	Date (D)	Amount (E)
SOFTWARE	12/21/2012	$12,322
Total Itemized Transactions with this Payee/Payer		$12,322
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$12,322

Type or Classification
(B)
H

Name and Address
(A)

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
ALIFORNIA STATE DISABILITY 1 WEST 3RD ST N BERNARDINO 401	SH/ INSURANCE	Total Itemized Transactions with this Payee/Payer		
		Total Non-Itemized Transactions with this Payee/Payer		$7,733
		Total of All Transactions with this Payee/Payer for This Schedule		$7,733
SAR CHAVEZ FOUNDATION ENE 631	SH/ SERVICES	Total Itemized Transactions with this Payee/Payer		
		Total Non-Itemized Transactions with this Payee/Payer		$22,631
		Total of All Transactions with this Payee/Payer for This Schedule		$22,631
ASSIC CHARTER ALIA 79	SH	BUSSES FOR OBAMA VISIT	11/21/2012	$10,368
		Total Itemized Transactions with this Payee/Payer		$10,368
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$10,368
COVERY CHARTER 1 TEALE AVE J JOSE 17	H	BUSSES FOR OBAMA VISIT	10/04/2012	$15,704
		Total Itemized Transactions with this Payee/Payer		$15,704
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$15,704
REST NATIONAL INSURANCE W. TOWN AND COUNTRY RD NGE 68	H	INSURANCE	11/08/2012	$8,454
		Total Itemized Transactions with this Payee/Payer		$8,454
		Total Non-Itemized Transactions with this Payee/Payer		$15,166
		Total of All Transactions with this Payee/Payer for This Schedule		$23,620
	H			

Name and Address (A)	Type or Classification (B)	Purpose (C)	Date (D)	Amount (E)
ESTA FOODS 31 BEALE AVE KERSFIELD 305	SH	CATERING FOR OBAMA VISIT	10/26/2012	$7,291
		Total Itemized Transactions with this Payee/Payer		$7,291
		Total Non-Itemized Transactions with this Payee/Payer		$10,055
		Total of All Transactions with this Payee/Payer for This Schedule		$17,346
X PRINTING 10 SAN FERNANDO RD N VALLEY 352	SH	PRINTING	03/22/2012	$5,290
		Total Itemized Transactions with this Payee/Payer		$5,290
		Total Non-Itemized Transactions with this Payee/Payer		
		Total of All Transactions with this Payee/Payer for This Schedule		$5,290
ENKEL & CO, INC HUDSON ST #4 W YORK 014	G/ INSURANCE	Total Itemized Transactions with this Payee/Payer		
		Total Non-Itemized Transactions with this Payee/Payer		$5,635
		Total of All Transactions with this Payee/Payer for This Schedule		$5,635
OW TECHNOLOGY 1 AIRPORT DR #B ERSFIELD 308	H/ COMPUTER SERVICES	I T SUPPORT	01/27/2012	$5,100
		Total Itemized Transactions with this Payee/Payer		$5,100
		Total Non-Itemized Transactions with this Payee/Payer		$1,045
		Total of All Transactions with this Payee/Payer for This Schedule		$6,145
OFFICE OF MARCOS CAMACHO CALIFORNIA AVE ERSFIELD 4	H/ RENT	LEGAL FEES	08/14/2012	$30,768
		Total Itemized Transactions with this Payee/Payer		$30,768
		Total Non-Itemized Transactions with this Payee/Payer		$46,848
		Total of All Transactions with this Payee/Payer for This Schedule		$77,616

&M UNIFORMS & EMBROIDERY
0 # A TUCKER RD
HACHAPI
561

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$5,835
Total of All Transactions with this Payee/Payer for This Schedule		$5,835

Type or Classification (B): SH/ MERCHANDISE

Name and Address (A): SCOT FACTORY
NE
ENE
31

Purpose (C)	Date (D)	Amount (E)
MERCHANDISE	07/13/2012	$6,150
Total Itemized Transactions with this Payee/Payer		$6,150
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$6,150

Type or Classification (B): SH

Name and Address (A): XIMINA ROSA CONTRERAS
0
EXICO
31

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$6,000
Total of All Transactions with this Payee/Payer for This Schedule		$6,000

Type or Classification (B): SH/ MARTYR PAYMENT

Name and Address (A): DINA TOUR & CHARTER
5 PACER LN
I JOSE
11

Purpose (C)	Date (D)	Amount (E)
BUSSES FOR OBAMA VISIT	10/04/2012	$5,700
Total Itemized Transactions with this Payee/Payer		$5,700
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$5,700

Type or Classification (B): H/ TRANSPORTATION

Name and Address (A): DEZ PETTY LLP
I Easton Dr Suite 139-A
rsfield
9

Purpose (C)	Date (D)	Amount (E)
AUDIT SERVICES	01/31/2012	$8,000
AUDIT SERVICES	03/09/2012	$8,750
AUDIT SERVICES	04/06/2012	$20,750
AUDIT SERVICES	04/27/2012	$9,000
Total Itemized Transactions with this Payee/Payer		$46,500
Total Non-Itemized Transactions with this Payee/Payer		$5,825
Total of All Transactions with this Payee/Payer for This Schedule		$52,325

Type or Classification (B): H

Name and Address (A):

TCHELL PRINTING
1284
S ANGELES
003

Type or Classification (B): SH / PRINTING

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$7,046
Total of All Transactions with this Payee/Payer for This Schedule		$7,046

Name and Address (A):
RNING STAR CHARTER
KNOWN
ENE

Type or Classification (B): SH

Purpose (C)	Date (D)	Amount (E)
BUSSES FOR OBAMA VISIT	10/04/2012	$5,040
Total Itemized Transactions with this Payee/Payer		$5,040
Total Non-Itemized Transactions with this Payee/Payer		$3,890
Total of All Transactions with this Payee/Payer for This Schedule		$8,930

Name and Address (A):
TIONAL CHAVEZ CENTER
ENE

Type or Classification (B): SH/ RENT. UTILITIES/

Purpose (C)	Date (D)	Amount (E)
FACILITIES RENT	09/21/2012	$5,478
Total Itemized Transactions with this Payee/Payer		$5,478
Total Non-Itemized Transactions with this Payee/Payer		$96,284
Total of All Transactions with this Payee/Payer for This Schedule		$101,762

Name and Address (A):
OTEUS, INC
) N. DINUBA BLVD
ALIA
91

Type or Classification (B): H

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$13,101
Total of All Transactions with this Payee/Payer for This Schedule		$13,101

Name and Address (A):
ENTERPRISE LTD
WILSHSIRE BLVD STE 634
ERLY HILLS
1

Type or Classification (B): H

Purpose (C)	Date (D)	Amount (E)
INSURANCE	07/26/2012	$20,997
INSURANCE	08/31/2012	$11,718
Total Itemized Transactions with this Payee/Payer		$32,715
Total Non-Itemized Transactions with this Payee/Payer		$518
Total of All Transactions with this Payee/Payer for This Schedule		$33,233

Name and Address (A):
E FUND
3

Purpose (C)	Date (D)	Amount (E)
WORKERCOMP	09/10/2012	$7,748
WORKERS COMP	10/19/2012	$7,748

ESNO	WORKERS COMP	11/01/2012	$7,748
729	WORKERS COMP	12/03/2012	$7,748
	Total Itemized Transactions with this Payee/Payer		$30,992
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
SH	Total of All Transactions with this Payee/Payer for This Schedule		$30,992

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ITED 1 TOURS			
09 MCKEE RD			
N JOSE	BUSSES FOR OBAMA VISIT	10/05/2012	$7,800
16	Total Itemized Transactions with this Payee/Payer		$7,800
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
SH	Total of All Transactions with this Payee/Payer for This Schedule		$7,800

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ION PROMOTIONAL PRODUCTS			
WEST RIDGE DR			
RTOLA VALLEY	MERCHANDISE	06/11/2012	$8,175
28	Total Itemized Transactions with this Payee/Payer		$8,175
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		$8,507
SH	Total of All Transactions with this Payee/Payer for This Schedule		$16,682

IEDULE 19 - UNION ADMINISTRATION

FILE NUMBER: 000-323

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
MOTOR COACH			
S 26TH AVE			
IMA	TRANSPORTATION FOR CONVENTION	04/30/2012	$7,035
03	Total Itemized Transactions with this Payee/Payer		$7,035
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		$900
H-	Total of All Transactions with this Payee/Payer for This Schedule		$7,935

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
MARK SPORTS & ENTERTAINMENT			
Truxtun Ave			
ERSFIELD	CONVENTION FACILITIES & FOOD	05/04/2012	$92,558
1	CONVENTION FACILITIES & FOOD	05/15/2012	$92,045
	Total Itemized Transactions with this Payee/Payer		$184,603
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
H	Total of All Transactions with this Payee/Payer for This Schedule		$184,603

Name and Address

(A)
RNES CHARTER, INC
45 Telegraph Rd
NTURA
003
Type or Classification (B)
SH- TRANSPORTATION

Purpose (C)	Date (D)	Amount (E)
TRANSPORTATION FOR CONVENTION	04/30/2012	$5,970
RANSPORTATION FOR CONVENTION	04/30/2012	$5,000
Total Itemized Transactions with this Payee/Payer		$10,970
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$10,970

Name and Address (A)
ST WESTERN
Truxtun Ave
KERSFIELD
01
Type or Classification (B)
SH-

Purpose (C)	Date (D)	Amount (E)
HOTEL	05/11/2012	$7,790
HOTEL	05/15/2012	$8,859
Total Itemized Transactions with this Payee/Payer		$16,649
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$16,649

Name and Address (A)
AR CHAVEZ FOUNDATION
NE
31
Type or Classification (B)
H- SERVICES

Purpose (C)	Date (D)	Amount (E)
INSURANCE	01/13/2012	$10,870
Total Itemized Transactions with this Payee/Payer		$10,870
Total Non-Itemized Transactions with this Payee/Payer		$1,868
Total of All Transactions with this Payee/Payer for This Schedule		$12,738

Name and Address (A)
SSIC CHARTER
LIA
9
Type or Classification (B)
H- TRANSPORTATION

Purpose (C)	Date (D)	Amount (E)
TRANSPORATION	04/30/2012	$34,697
Total Itemized Transactions with this Payee/Payer		$34,697
Total Non-Itemized Transactions with this Payee/Payer		$1,858
Total of All Transactions with this Payee/Payer for This Schedule		$36,555

Name and Address (A)
A'S CHARTER & TOURS
HILBY AVE
IDE
5
Type or Classification (B)
H- TRANSPORTATION

Purpose (C)	Date (D)	Amount (E)
TRANSPORATION	03/09/2012	$10,800
Total Itemized Transactions with this Payee/Payer		$10,800
Total Non-Itemized Transactions with this Payee/Payer		$4,000
Total of All Transactions with this Payee/Payer for This Schedule		$14,800

Name and Address

(A)	Purpose (C)	Date (D)	Amount (E)
ESTA FOOD			
31 BEALE AVE	FOOD FOR CONVENTION	05/11/2012	$8,029
KERSFIELD	Total Itemized Transactions with this Payee/Payer		$8,029
305	Total Non-Itemized Transactions with this Payee/Payer		$2,390
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$10,419
SH- FOOD FOR CONVENTION			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
X PRINTING			
0 SAN FERNANDO ROAD	PRINTING	06/22/2012	$20,573
NVALLEY	Total Itemized Transactions with this Payee/Payer		$20,573
52	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$20,573
SH- PRINTING			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
EPENDENT AD SPECIALITIES			
S. 2ND ST	MERCHANDISE FOR CONVENTION	02/29/2012	$5,759
LADELPHIA	Total Itemized Transactions with this Payee/Payer		$5,759
47	Total Non-Itemized Transactions with this Payee/Payer		
Type or Classification (B)	Total of All Transactions with this Payee/Payer for This Schedule		$5,759
H- MERCHANDISE			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
UINTA INN			
SPECTRUM PARK WAY	HOTEL FOR CONVENTION	04/30/2012	$6,350
ERSFIELD	HOTEL FOR CONVENTION	05/15/2012	$5,368
08	Total Itemized Transactions with this Payee/Payer		$11,718
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		
H- HOTEL FOR CONVENTION	Total of All Transactions with this Payee/Payer for This Schedule		$11,718

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
N POINTE, INC			
3 W. 158 TERRACE	PROMOTIONS	01/13/2012	$5,000
THE	PROMOTIONS	06/15/2012	$10,000
2	Total Itemized Transactions with this Payee/Payer		$15,000
Type or Classification (B)	Total Non-Itemized Transactions with this Payee/Payer		$2,367
H- CONSULTING	Total of All Transactions with this Payee/Payer for This Schedule		$17,367

Name and Address

(A)
&M SPORTS UNIFORM
0 #A TUCKER RD
HACHAPI
531
Type or Classification (B)
SH- CONVENTION AWARDS & BAGS

Purpose (C)	Date (D)	Amount (E)
Total Itemized Transactions with this Payee/Payer		
Total Non-Itemized Transactions with this Payee/Payer		$6,820
Total of All Transactions with this Payee/Payer for This Schedule		$6,820

Name and Address (A)
RRIOTT HOTELS
1 TRUXTON AVE
KERSFIELD
301
Type or Classification (B)
SH- HOTEL FOR CONVENTION

Purpose (C)	Date (D)	Amount (E)
HOTEL FOR CONVENTION	04/30/2012	$7,876
Total Itemized Transactions with this Payee/Payer		$7,876
Total Non-Itemized Transactions with this Payee/Payer		$2,726
Total of All Transactions with this Payee/Payer for This Schedule		$10,602

Name and Address (A)
I PRODUCTIONS
0 ACTIVITY RD
N DIEGO
26
Type or Classification (B)
SH

Purpose (C)	Date (D)	Amount (E)
CONCERT EQUIPMENT	06/12/2012	$6,621
Total Itemized Transactions with this Payee/Payer		$6,621
Total Non-Itemized Transactions with this Payee/Payer		
Total of All Transactions with this Payee/Payer for This Schedule		$6,621

Name and Address (A)
TIONAL CHAVEZ CENTER
NE
31
Type or Classification (B)
H- RENT, UTILITIES

Purpose (C)	Date (D)	Amount (E)
DINNER FOR CONVENTION	06/18/2012	$16,909
Total Itemized Transactions with this Payee/Payer		$16,909
Total Non-Itemized Transactions with this Payee/Payer		$19,802
Total of All Transactions with this Payee/Payer for This Schedule		$36,711

Name and Address (A)
ERLANDER CONCERTS
HOLLYWOOD BLVD STE 222
ANGELES
28
Type or Classification (B)
H-

Purpose (C)	Date (D)	Amount (E)
VENUE FOR CONCERT	05/29/2012	$10,000
CONCERT TICKETS	06/15/2012	$5,356
Total Itemized Transactions with this Payee/Payer		$15,356
Total Non-Itemized Transactions with this Payee/Payer		$11,603
Total of All Transactions with this Payee/Payer for This Schedule		$26,959

Name and Address

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
JALITY INN 00 BUCK OWENS BLVD KERSFIELD 308	HOTEL FOR CONVENTION	04/30/2012	$9,296
	Total Itemized Transactions with this Payee/Payer		$9,296
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		$9,296
Type or Classification (B) SH- HOTEL FOR CONVENTION			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
NIA RODRIGUEZ ENE 31	Total Itemized Transactions with this Payee/Payer		
	Total Non-Itemized Transactions with this Payee/Payer		$13,222
	Total of All Transactions with this Payee/Payer for This Schedule		$13,222
Type or Classification (B) SH- FUNDRAISING ACTIVITIES			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
ITED TOUR BUSES 5 LINDEN AVE AN FRANCISCO 80	TRANSPORTATION FOR CONVENTION	02/10/2012	$9,420
	Total Itemized Transactions with this Payee/Payer		$9,420
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		$9,420
Type or Classification (B) SH-			

Name and Address (A)	Purpose (C)	Date (D)	Amount (E)
TV 2 W. DAKOTA AVE SNO 22	AUDIO/ VISUAL FOR CONVENTION	05/14/2012	$26,583
	AUDIO/ VISUAL FOR CONVENTION	06/01/2012	$26,583
	Total Itemized Transactions with this Payee/Payer		$53,166
	Total Non-Itemized Transactions with this Payee/Payer		
	Total of All Transactions with this Payee/Payer for This Schedule		$53,166
Type or Classification (B) H			

LM-2 (Revised 2010)

EDULE 20 - BENEFITS

FILE NUMBER: 000-323

Description (A)	To Whom Paid (B)	Amount (C)
ICAL BENEFITS FOR QUALIFIED EMPLOYEES	RFK MEDICAL PLAN	$434,936
SION BENEFITS	JUAN DE LA CRUZ PENSION PLAN	$56,588
K PLAN	FIDELITY	$19,507
C- DISABILITY INSURANCE FOR OFFICER & EMPLOYEE	AFLAC	$11,823
INSURANCE FOR MEMBERS	ANTHEM	$137,480
of all lines above (Total will be automatically entered in Item 55.)		$660,334

ADDITIONAL INFORMATION SUMMARY

FILE NUMBER: 000-323

estion 10: The UFW is the plan sponsor of the RFK Medical Plan which provides medical benefits to qualifying participants. The Plan files form 990 with the IRS and form 5500 with the Department of Labor. e Plan number is 501 and the Federal I.D. # is 94-6186170 The UFW is the plan sponsor of the Juan De La Cruz Pension Plan which provides pensions to qualified participants. The plan files form 5500 n the Department of Labor. The plan number is 001 and the Federal I.D. # is 95-6454441

estion 15: On December 31,2012, an fully depreciated truck was included in a settlement with an employee involved in a workers compensation claim with the union. At the time of the transfer the car had a ik basis of $0.

estion 11(a): The Union contributes to the National UFW Political Action Committee, P.O. Box 62 Keene, CA 93531

estion 12: Am audit was conducted by an independent audit firm Mendez Petty, LLP.

estion 18: Attaching revised and approved Constitution.

edule 1, Row1:

edule 1, Row2:

edule 9, Row1:

edule 13, Row3:

edule 13, Row1:THESE MEMBERS PAY FULL DUES AND HAVE FULL VOTING RIGHTS.

edule 13, Row1:FULL VOTING RIGHTS

edule 13, Row2:MEMBERS WHO RETIRE IN GOOD STANDING AND MAKING A VOLUNTARY DONATION FOR AN AMOUNT DESIGNATED BY THE EXECUTIVE BOARD.

edule 13, Row2:THESE MEMBERS HAVE NO VOTING RIGHTS.

edule 13, Row3:THESE MEMBERS ARE FULL TIME EMPLOYEES OF THE UNION FOR TWO UNINTERRUPTED YEARS. THESE MEMBERS HAVE VERY LIMITED VOTING RIGHTS.
LM-2 (Revised 2010)