

1 Julia L. Montgomery, General Counsel, SBN 184083  
2 AGRICULTURAL LABOR RELATIONS BOARD  
3 1325 J Street, Suite 1900 A  
4 Sacramento, CA 95814-2944  
5 Tel: (916) 653-2690  
6 Julia.Montgomery@alrb.ca.gov

7 Franchesca C. Herrera, Regional Director, SBN 239081  
8 Jessica Arciniega, Assistant General Counsel, SBN 261169  
9 AGRICULTURAL LABOR RELATIONS BOARD  
10 1901 North Rice Avenue, Suite 300  
11 Oxnard, CA 93030  
12 Tel: (805) 973-5062  
13 Fax: (831) 769-8039  
14 Franchesca.Herrera@alrb.ca.gov  
15 Jessica.Arciniega@alrb.ca.gov

16 Attorneys for the General Counsel

17 STATE OF CALIFORNIA

18 AGRICULTURAL LABOR RELATIONS BOARD

19 In the Matter of:

20 CINAGRO FARMS, INC.

21 Respondent,

22 and

23 MARISOL JIMENEZ,

24 Charging Party.

25 ) Case No.: 2017-CE-008-SAL

26 ) **GENERAL COUNSEL'S**  
27 ) **REPLY TO RESPONDENT'S**  
28 ) **POST HEARING BRIEF**

1 Pursuant to ALJ Soble’s March 30, 2021 Order, the General Counsel submits this Reply  
2 Brief to Respondent’s Post Hearing Brief.<sup>1</sup>

3 **I. ARGUMENT**

4 **A. Respondent’s Motion to Dismiss the General Counsel’s Second Cause of**  
5 **Action Should be Denied and Foreman Mendoza Should be Afforded the**  
6 **Protections of the Act.**

7 Cinagro fired Foreman Mendoza to rid itself of his crew. This violates the Act because  
8 Cinagro conditioned the crew’s employment on the foreperson’s employment and then fired the  
9 foreperson to eliminate the workers because of their protected concerted activity. See *Sequoia*  
10 *Orange, Co.* (1985) 11 ALRB No. 21, ALJD p. 93, citing *Pioneer Drilling Co.* (1967) 162  
11 NLRB 918, enf’d in part. part *Pioneer Drilling Co., v. NLRB* (Cir. 10 1968) 391 F.2d 961.<sup>2</sup> The  
12 underlying principle is set forth in *Parker-Robb Chevrolet, Inc.* (1982) 262 NLRB 402, enf’d in  
13 part. part *Automobile Salesmen’s Union Local 1095, etc. v. NLRB* (DC Cir. 1983) 711 F.2d 383.  
14 “In the final analysis...[t]he discharge of supervisors is unlawful when it interferes with the right  
15 of employees to exercise their rights under Section 7 of the Act...” *Parker-Robb Chevrolet, Inc.,*  
16 *supra*, at p. 404. While striking other exceptions to the general rule that supervisors are not  
17 protected by the Act, the Board upheld the reasoning in *Pioneer Drilling Co.* The Board noted  
18 that the driller had hired and supervised his crew. The Board in *Parker-Robb Chevrolet, Inc.*  
19 found that “it was reasonable for the Board to find the discharge of the supervisors to be a  
20 mechanism to effectuate the employer’s efforts to rid itself of union adherents in general...” and  
21 the reinstatement of the “driller, [supervisor], along with the employees, [was] an effective  
22 remedy. *Parker-Robb Chevrolet, Inc., supra*, p. 403.

23 Foreman Mendoza is protected by the Act because his discharge was the mechanism  
24 Cinagro used to rid itself of the Charging Party and her co-workers because of their protected  
25 concerted activity, as discussed in the General Counsel’s Post Hearing Brief, pages 44-48.<sup>3</sup>

26 <sup>1</sup> Hereinafter R’s PHB.

27 <sup>2</sup> The Board has upheld or reaffirmed this exception on several occasions, including *Sequoia Orange, Co.,*  
*supra*; *Ruline Nursery* (1981) 7 ALRB No. 21; and *Kaplan Ranch* (1979) 5 ALRB No. 40.

28 <sup>3</sup> Although not part of the legal standard, Respondent alleges that Foreman Mendoza did not lodge any  
personal complaints concerning his working conditions. (R’s PHB p. 3, Ins. 8-11.) This is inaccurate. Foreman

1 Respondent argues that *Sequoia Orange Co.* is inapplicable because the “employer’s failure and  
2 refusal to recall three Foreman was done with the intent, and had the “effect” of avoiding the  
3 recall of agricultural employees” and “does not bear any resemblance to the factual record before  
4 the ALJ.” (R’s PHB p. 11, lns. 1-6.) Respondent provides no citations to the record to support its  
5 factual position and incorrectly states the legal standard.

6 The employer’s intent is not the gauge by which exceptions to the supervisor rule is  
7 measured. The Board in *Parker-Robb Chevrolet, Inc.*, while striking the “integral part” or  
8 “pattern of conduct” line of cases,<sup>4</sup> held that “it is irrelevant that an employer may have hoped,  
9 or even expected, that its decision to terminate a supervisor...would cause employees to  
10 reconsider, and perhaps abandon, their own concerted activity. No matter what the employer’s  
11 subjective hope or expectation, that circumstance cannot change the character of it [] conduct.”  
12 *Parker-Robb Chevrolet, Inc.*, *supra*, p. 404. The Board found that the firing of the supervisor in  
13 *Pioneer Drilling* was a violation because it was the “conduit for the employer’s unfair labor  
14 practices directed toward the employees.” (*Parker-Robb Chevrolet, Inc.*, *supra*, p. 403, fn. 13.)

15 The facts here are similar to those in *Sequoia Orange, Co.* and *Pioneer Drilling* where  
16 the Board found that the employer fired the supervisor as the conduit to rid itself of the crew.  
17 Respondent argues that there was no evidence offered to show that the employment of any of the  
18 employees was conditioned on the continued employment of Foreman Mendoza. (R’s PHB, p.  
19 10, lines 24-27.) The record supports a different conclusion. Respondent hired Foreman  
20 Mendoza and his previously established crew. (RT II 31:6-15; 32:17-33:4; IV 78:10-15; V  
21 73:24-74:6; V 30:16-19; 73:17-74:6.) The crew was established and worked together for Mike’s  
22 Farm Labor, then Art’s Labor Service and eventually Cinagro. (RT II 31:6-15; 32:17-33:4; V  
23 30:16-19; 73:17-74:6.) Respondent acknowledged that the crew worked together under Foreman  
24 Mendoza’s supervision prior to working for Cinagro. (R’s PHB, p. 11.) Respondent’s counsel  
25 asked Rigoberto Perez (Mr. Perez) how he ended up working at Cinagro, “So when you left  
26

27 Mendoza testified that when he relayed complaints about the lack of paystubs to GM Macias, he told him that he and  
the workers wanted to know when they would get paycheck stubs. (RT IV 107:1-108:4.)

28 <sup>4</sup> Previously the Board had found that the Act protect supervisors who participated contemporaneously with  
workers in union or protected concerted activity. The *Parker-Robb Chevrolet, Inc.* Board struck this exception.

1 Deodar Farms, Arturo [sic] Victor came with you, is that correct?” Mr. Perez responded, “I went  
2 with him, actually.” (RT III 111:12-16.)

3 GM Macias viewed and treated Foreman Mendoza and his crew as one entity, referring to  
4 them as “Victor’s crew.” (RT VII 199:2-3.) Maria Lauriano (Ms. Lauriano) even referred to her  
5 co-workers as “the people that Victor brought.” (RT VI 53:24-54:1.) Here, as in *Sequoia Orange,*  
6 *Co.*, the retention of the individual crewmembers was dependent on the continued retention of  
7 Foreman Mendoza. *Sequoia Orange, Co.* (1985) 11 ALRB No. 21, ALJD p. 94.

8 Respondent did not have any other forepersons at that time. Its attempt to claim Cesar  
9 Miranda (Mr. Miranda) was a foreman is not supported by the record. Mr. Miranda was not titled  
10 a foreman in the pay records as Foreman Mendoza was. (GCX 5 and 12) Mr. Miranda was not  
11 paid hourly like Foreman Mendoza. (GCX 2, 5, 12.) Ignacia Sanchez (Ms. Sanchez) testified that  
12 when she returned to work for Respondent in September 2017, Mr. Miranda was not a foreman  
13 and a person named Andres was giving her and her co-workers instructions. (RT VI 144:16-  
14 145:2.) Foreman Mendoza was an experienced foreman and some of the members of his crew  
15 worked with him for at least two years prior to the date when Cinagro hired Foreman Mendoza  
16 and his crew. (RT III 83:19-21; 132:22-133:8; 134:1-3; IV 76:20-25; V 29:22-30:15; 30:16-19;  
17 31:6-9; 73:17-74:6.) Thus, Respondent needed a foreman and Foreman Mendoza could have  
18 filled that role. Foreman Mendoza’s crew and the other group of workers worked at the same  
19 ranch three to four days a week and harvested common crops. (RT I 39:1-3; VII 13:14-15.)  
20 Owner Dighera also testified that GM Macias was not unhappy with the job Foreman Mendoza  
21 was doing as a foreman, nor was he unhappy with the crew’s performance. (RT VII 47:24-  
22 48:21.) Respondent’s decision not to retain Foreman Mendoza is strong circumstantial evidence  
23 that Respondent terminated his employment as a means of eliminating all of the workers in his  
24 crew as was done in *Sequoia Orange, Co.*

25 **B. Cinagro Violated the Act Even if the ALJ Finds That the Workers Accepted**  
26 **Substitute Employment with other Employers.**

27 The General Counsel thoroughly addresses her arguments that Respondent terminated  
28 Foreman Mendoza and his crewmembers’ employment and the causal connection between the

1 workers' protected concerted activity and their discharges in her post hearing brief at pages 28-  
2 43. In its Post Hearing Brief, Cinagro misconstrues the record to argue that "virtually all of the  
3 workers by March 10, 2017, had found alternative employment or applied for alternative  
4 employment..." at a blueberry farm. (R's PHB, p. 4, lns. 17-19; p. 22, lns. 25-26.) Respondent  
5 misstates facts. Counsel cites only to testimony by Marisol Jimenez (Ms. Jimenez) and Hector  
6 Cruz that they sought work the week of March 6-10. (R's PHB p. 4, lns. 17-19.) Neither Yolanda  
7 Antonio (Ms. Antonio), Mr. Perez, Maria Santiago (Ms. Santiago), Ms. Sanchez, nor Ms.  
8 Lauriano testified that they sought work at the blueberry farm that same week. Respondent's  
9 witness Ms. Lauriano testified that she applied for work after she received the final paycheck.  
10 (RT VI 41:4-23.)

11 The record shows that three workers went to look for substitute employment on Monday,  
12 March 6 because Respondent informed them that there was no work. (RT I 71:21-72:3; II 12:3-5;  
13 60:22-61:15.) Ms. Jimenez testified that she was waiting for a call back from Cinagro when she  
14 went to look for work on March 6. (RT I 71:18-20; 72:21-22; 95:15-25.) Mr. Perez and Ms.  
15 Antonio looked for work the week following receipt of their final checks on March 10. (RT III  
16 115:20-23.) Ms. Santiago did not look for work immediately because she cut her finger; and  
17 Foreman Mendoza waited to look for substitute employment until after March 10. (RT III 63:22-  
18 25, 64:1-10; IV 9:4-10; 9:11-16.) Respondent argues that Mr. Dighera did not instruct GM  
19 Macias to make any offers of reinstatement to the workers, "...because they had already been  
20 working right (*sic*) thirty feet across the road." (R's PHB, p. 24, lns. 6-8.) Cinagro, without  
21 citation to legal authority, argues that the discriminatees obtained alternative employment,  
22 "thereby relinquishing their right to continued employment." (R's PHB, p. 27, lns. 6-7.)

23 A worker who reasonably believes that her employer fired her does not relinquish her  
24 claim to employment when she accepts substitute employment with a new employer. *Bates*  
25 *Paving & Sealing, Inc.* (2016) 364 NLRB No. 46 (2016 NLRB Lexis 521, p. 8) In fact, such  
26 worker is obligated to seek alternative employment as a condition for an award of backpay.  
27 *Gramis Brothers Farms, Inc.* (1988) 14 ALRB 12, ALJD pp. 41-42, citing *S & F Growers*  
28

1 (1979) 5 ALRB No. 50. That the discriminatees sought substitute employment evidences that  
2 they reasonably believed that Cinagro had fired them; it does not absolve Cinagro from liability.

3 In *Bates Paving & Sealing, Inc.*, a worker asked the owner of a company not to yell at  
4 him. *Bates Paving & Sealing, Inc.*, *supra*, at p. 5. The employer responded, “You mother fucker,  
5 get the fuck out of here... You’re fired...” *Ibid*. The worker did not leave the meeting. After the  
6 meeting, the employer told the worker that he was not fired, and the worker continued working.  
7 *Ibid*. The worker suffered no actual harm. *Id.* at p. 7. The ALJ ruled “that [the worker]  
8 understood, at least for a brief time period, that he was fired,” but concluded “that he was not  
9 actually discharged because he “suffered no actual harm, and his ‘firing’ was cleared up soon  
10 after the...meeting ended.”” *Id.* at p. 7. The NLRB disagreed.

11 The NLRB ruled:

12 “...what happened subsequent to this action—i.e. that [the worker]  
13 remained at the September 23 meeting, that shortly after the meeting [the  
14 employer] told him that he was not fired, and that he suffered no actual  
15 harm and returned to work the next day—do not show that an unlawful  
16 discharge never took place. These facts demonstrate only that the  
17 discharge was reversed after a short while and thus bear on the appropriate  
18 relief here.” *Id.* at p. 8.

19 The NLRB continued:

20 “Discharge is the ‘capital punishment’ of employment. An  
21 employer cannot avoid Board sanction simply by reversing the discharge  
22 before an employee suffers financial costs. The message has been sent that  
23 the employer is willing to take this extreme action and the employee  
24 victim is likely to understand that a ‘change of heart’ may not come so  
25 quickly, if at all, if he again engages in protected concerted activity.” *Ibid*.

26 *Bates Paving* stands for the proposition that a violation of the Act occurs when an  
27 employee reasonably believes that the company fired her. An offer of reinstatement limits  
28 backpay, not liability. Cinagro’s argument that the discriminatees’ acceptance of employment  
elsewhere insulates it from a finding that it violated the Act is wrong as a matter of law. Cinagro  
violated the Act because Charging Party and her co-workers reasonably believed that Cinagro  
fired them. That they sought employment elsewhere only mitigates the amount of backpay that  
Cinagro must pay.

////

1           **C.     Cinagro Failed to Clarify That it Did Not Fire the Workers.**

2           At the point an employee reasonably believes that the employer fired her, the employer  
3 has a duty to clarify that it did not intend to fire the worker. In *Brunswick Hospital*, the NLRB  
4 placed the burden on the employer, in situations of ambiguity, to clarify if the workers were  
5 indeed fired. *Brunswick Hospital* (1982) 265 NLRB 803, 810. The NLRB stated:

6           The test to be used is whether the acts reasonably led the strikers to  
7 believe they were discharged. If those acts created a climate of ambiguity  
8 and confusion which reasonably caused strikers to believe that they had  
9 been discharged or, at the very least, that their employment status was  
10 questionable because of their strike activity, the burden of the results of  
11 that ambiguity must fall on the employer. *Ibid.* See also *Dole Farming,*  
12 *Inc.*, supra, at p. 2-3, fn. 3.

13           If an employer fails to clarify that ambiguity, the employer is liable for backpay to the  
14 workers until it makes a clear, unconditional offer of reinstatement. *P & M Vanderpoel Dairy*  
15 (2014) 40 ALRB 8, p. 8; *Dole Farming, Inc.* (1996) 22 ALRB No. 8, pp. 2-3, fn. 3, citing  
16 *Brunswick Hospital* (1982) 265 NLRB 803, 810. Here, Cinagro admits that it did not make offers  
17 of reinstatement to the Charging Party and her co-workers.<sup>5</sup> Instead, it argues that it did not have  
18 that duty because the workers accepted employment elsewhere. This is incorrect. Because the  
19 discriminatees reasonably believed that Cinagro fired them they sought employment elsewhere.

20           **D.     Neither the General Counsel’s Staff, nor Ms. Jimenez Acted Inappropriately.**

21           Without legal or factual basis, Respondent alleges that the General Counsel’s office acted  
22 inappropriately with regard to Ms. Jimenez’s attempts to speak to Ms. Lauriano and Ms. Sanchez  
23 in February 2021. (R’s PHB p. 15, Ins. 21-25.) Respondent fails to cite any standard, regulation,  
24 statute, or rule that was allegedly violated. Neither Ms. Jimenez, nor staff from the General  
25 Counsel’s office acted inappropriately in this regard. Respondent’s reliance on the testimony of  
26 Ms. Sanchez to discredit Ms. Jimenez is misplaced. Respondent argues that Ms. Jimenez  
27 attempted to solicit testimony from Ms. Sanchez that was untrue when Ms. Jimenez called her on  
28 February 10.<sup>6</sup> Ms. Jimenez testified that she called Ms. Sanchez and Ms. Lauriano to see if they

---

<sup>5</sup> Mr. Perez and Ms. Antonio called GM Macias to inquire about the status of their jobs and he would not answer their calls. (RT II 138:8-9.)

<sup>6</sup> Respondent fails to cite to any legal or ethical standards that Ms. Jimenez allegedly violated.

1 wanted to speak to the attorneys and participate in the case. (RT I 110:6-17.) Ms. Sanchez  
2 corroborated that Ms. Jimenez asked if she wanted to talk to the attorneys and added that Ms.  
3 Jimenez told her to mention the crew did not have water. (RT VI 103:10-17.) Ms. Sanchez  
4 allegedly responded that she would not lie. (RT VI 103:10-17.) Ms. Sanchez admitted that Ms.  
5 Jimenez did not say anything more about the water or ask her to do anything else. (RT 103:18-  
6 25.)

7 To the extent Ms. Sanchez's testimony about her phone conversation with Ms. Jimenez  
8 appears to contradict Ms. Jimenez, it should be discredited. Ms. Sanchez demonstrated bias in  
9 favor of Respondent based on her long-standing relationship with GM Macias. (RT VI 130:25-  
10 131:8.) Ms. Sanchez demonstrated a personal interest in providing testimony favorable to  
11 Respondent's case because in the last six years she has returned to work at Cinagro after her  
12 work in the chile harvest is complete – each time calling GM Macias who rehires her. (RT VI  
13 115:17-18; 116:6-11.)<sup>7</sup>

14 Ms. Lauriano on the other hand, denied that Ms. Jimenez asked her to testify about  
15 certain things, including water. (RT VI 45:23-46:1.) Ms. Lauriano testified, "She did not say  
16 anything about the water, she just asked if I wanted to join the lawsuit..." (RT VI 46:14-16.)  
17 Under questioning by Respondent's counsel, Ms. Lauriano again denied that Ms. Jimenez asked  
18 her to lie at the hearing or to say anything she thought was unethical. (RT VI 86:13-20.)

19 Respondent further makes unsupported inflammatory allegations against the General  
20 Counsel's office, that the General Counsel "served as an accomplice in providing the names of  
21 Ms. Sanchez and Ms. Lauriano" to Ms. Jimenez without any evidence whatsoever. (R's PHB p.  
22 15, Ins. 23-25.) The record contradicts Respondent's allegation. Ms. Jimenez testified that ALRB  
23 attorneys did not provide Ms. Sanchez's and Ms. Lauriano's names to her. (RT I 103:11-112:20.)  
24 And, as shown above, Ms. Jimenez did not do anything improper with regard to those witnesses.

---

25  
26 <sup>7</sup> Other parts of Ms. Sanchez's testimony should similarly be discredited. For example, when she was asked  
27 if payroll deductions were taken from her pay while she worked for Cinagro and she responded that she could not  
28 remember. (RT VI 111:10-14.) Ms. Sanchez has worked for Respondent on several occasions over the last six years  
and Cinagro has not changed its practice of paying the workers as independent contractors. (RT V 119:15-24.) It is  
highly unlikely that she did not notice the lack of deductions and more likely that she attempted to give testimony  
favorable to Cinagro.



1           **E.     Respondent Misrepresents the Testimony in its PHB About Alleged Weeding**  
2           **Work.**

3           Respondent repeatedly misstates and misconstrues worker testimony and documentary  
4 evidence in its PHB about weeding work that GM Macias allegedly offered to Foreman Mendoza  
5 and the crew. First Respondent admits that GM Macias told Foreman Mendoza that there was no  
6 more work until further notice. (R's PHB p. 3, lns. 26-28.) Then, Respondent alleges in its PHB,  
7 "It was clear from the employee testimony that none of the Charging Parties desired to do  
8 weeding work although they had done it previously following excessive rains and muddy field  
9 conditions." (R's PHB p. 3, line 27 – p. 4, line 1.) Respondent's counsel only cites to testimony  
10 from Owner Dighera to support this contention. None of the worker witnesses testified that they  
11 did not like performing weeding work or that they even complained about doing weeding work.  
12 Respondent alleges that "Foreman Mendoza was advised that there was weeding work  
13 available." (RT VI 101:25-102:6.) GM Macias is the only person who testified to this. None of  
14 Respondent's other three witnesses testified that GM Macias told them there was weeding work  
15 available, and none of the General Counsel's seven witnesses, including Foreman Mendoza  
16 testified that they were told weeding work was available. GM Macias' testimony is false, and  
17 should be discredited. From March 6 through April 3, there was no weeding work performed at  
18 Cinagro. (GCX 6-10.) Even Respondent's witnesses, Ms. Lauriano and Ms. Sanchez testified  
19 that they were told there was no more work until further notice. (RT VI 43:17-24; 101:25-102:6.)

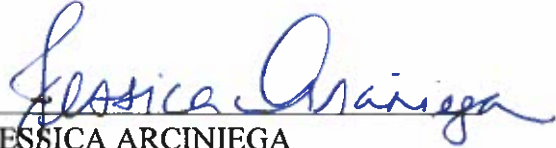
20           **II.     CONCLUSION**

21           The General Counsel proved by a preponderance of the evidence that Respondent  
22 violated the Act when it fired Foreman Mendoza and the workers in his crew because together,  
23 they complained about Cinagro's many workplace violations. Respondent did not show that had  
24 the Charging Party and her co-workers not engaged in protected concerted activity, Respondent  
25 would not have terminated them. The General Counsel therefore respectfully requests that ALJ  
26 Soble deny Respondent's motion to dismiss the General Counsel's second cause of action related  
27 to Foreman Mendoza. The General Counsel further respectfully requests that ALJ Soble find that  
28

1 Cinagro violated the Act when it terminated Foreman Mendoza and the members of his crew in  
2 retaliation for their participation in protected concerted activity.

3  
4 Dated this 28th day of May 2021, at Oxnard, California.

5 AGRICULTURAL LABOR RELATIONS BOARD  
6 JULIA L. MONTGOMERY  
7 General Counsel

8   
9 JESSICA ARCINIEGA  
10 Assistant General Counsel

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**State of California**  
**Agricultural Labor Relations Board**  
**PROOF OF SERVICE**  
(8 Cal. Code Regs. § 20164)

I am a citizen of the United States and a resident of the County of Ventura. I am over the age of eighteen years and not a party to the within entitled action. My business address is: ALRB, 1901 Rice Avenue, Suite 300, Oxnard, California, 93030. On **May 28, 2021** I served a copy of the within **GENERAL COUNSEL'S REPLY TO RESPONDENT'S POST HEARING BRIEF** in Case Name: **Cinagro Farms, Inc.**; Case Number: **2017-CE-008-SAL** on the parties in said action, in the following manner:

**By Electronic File:** The above-referenced documents were e-filed today to the following parties at the listed e-file address; and

**By Electronic mail:** The above-referenced document was e-mailed to the following parties at the listed e-mail addresses.

**By U.S. Certified mail:** The above referenced document was mailed to the parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Oxnard, California; and

<u>Via E-File:</u>	<u>Via Electronic Mail:</u>
Santiago Avila-Gomez Executive Secretary Agricultural Labor Relations Board 1325 J Street, Suite 1900 Sacramento, CA 95814 E-File: <a href="mailto:efile@alrb.ca.gov">efile@alrb.ca.gov</a>	Mark R. Soble Chief Administrative Law Judge Agricultural Labor Relations Board <a href="mailto:Mark.Soble@alrb.ca.gov">Mark.Soble@alrb.ca.gov</a>
<u>Via Certified Mail:</u> Marisol Jimenez 1201 W. Gonzalez Rd., Apt. 30 Oxnard, CA 93033 Certified Mail No: 70200640000075704679	Robert P. Roy Ventura County Agricultural Association 916 W. Ventura Blvd. Camarillo, CA 93010 E-Mail: <a href="mailto:rob-vcaa@pacbell.net">rob-vcaa@pacbell.net</a>
	Julia Montgomery General Counsel Agricultural Labor Relations Board 1325 J Street, Suite 1900 Sacramento, CA 95814 E-Mail: <a href="mailto:julia.montgomery@alrb.ca.gov">julia.montgomery@alrb.ca.gov</a>

Executed on May 28, 2021, at Oxnard, California. I certify (or declare) under penalty of perjury that the foregoing is true and correct.

  
Sheila L. Fountain