

1 Julia L. Montgomery, General Counsel, SBN 184083  
2 Franchesca C. Herrera, Deputy General Counsel, SBN 239081  
3 AGRICULTURAL LABOR RELATIONS BOARD  
4 1325 J Street, Suite 1900 A  
5 Sacramento, CA 95814-2944  
6 Tel: (916) 653-2690  
7 Julia.Montgomery@alrb.ca.gov  
8 Franchesca.Herrera@alrb.ca.gov

9 Yesenia De Luna, Regional Director, SBN 309467  
10 Alexandra Revelas, Senior Assistant General Counsel, SBN 305201  
11 AGRICULTURAL LABOR RELATIONS BOARD  
12 606 Healdsburg Avenue  
13 Santa Rosa, CA 95401  
14 Tel: (707) 867-2828  
15 Yesenia.DeLuna@alrb.ca.gov

16 Alexandra.Revelas@alrb.ca.gov  
17 Attorneys for the General Counsel

18 STATE OF CALIFORNIA

19 AGRICULTURAL LABOR RELATIONS BOARD

20 In the Matter of:

Case No.: 2024-CE-079  
2024-CE-096

21 REDWOOD EMPIRE VINEYARD  
22 MANAGEMENT, INC.,

23 Respondent,

24 and

25 JOSE ALEJANDRO CUEVAS FUENTES  
26 and NORTH BAY JOBS WITH JUSTICE,

27 Charging Party.

28 **INFORMAL BILATERAL  
SETTLEMENT AGREEMENT**

1 Respondent Redwood Empire Vineyard Management (“REVM”), Charging Parties Jose  
2 Alejandro Cuevas Fuentes and North Bay Jobs with Justice, and the General Counsel of the  
3 Agricultural Labor Relations Board of the State of California (“General Counsel”), by and  
4 through the ALRB’s Regional Director for Region Two, now enter into this Informal Bilateral  
5 Settlement Agreement (“Agreement”) to fully resolve and settle charge numbers 2024-CE-079  
6 and 2024-CE-096.

7 **I. RECITALS**

8 **A.** Jose Alejandro Cuevas Fuentes (“Charging Party”) filed unfair labor practice  
9 charge 2024-CE-079 against REVM on September 5, 2024, alleging that Human Resources  
10 manager, Guadalupe Martinez, and others retaliated against him and others by issuing written  
11 warnings and not allowing them to engage in harvest work because they engaged in protected  
12 concerted activity. The charge further alleges that the protected concerted activity that Charging  
13 Party and others engaged in included attending a workers’ rights protest in Healdsburg,  
14 California. The Regional Director of the ALRB served the charge on REVM on September 25,  
15 2024.

16 **B.** North Bay Jobs with Justice (“NBJWJ”) filed unfair labor practice charge 2024-CE-  
17 096 against REVM on October 28, 2024. NBJWJ amended this charge on February 6, 2025. It  
18 alleges that Redwood Empire Vineyard Management, by and through their agents, including but  
19 not limited to Office Manager/Chief of Operations Elia Rosas, Owner Tyler Klick, and  
20 Supervisor Emigdio Olivera, retaliated against agricultural workers who participated in  
21 organizing and/or marches with NBJWJ by failing to recall them, by erasing their names from  
22 the 2024 grape harvest signup sheets, and by otherwise manipulating their internal hiring  
23 processes to exclude workers who sought assistance from or engaged with NBJWJ. The Regional  
24 Director of the ALRB served the amended charge on REVM on February 6, 2025.

25 **C.** REVM (“Respondent”) grows and harvests grapes in Sonoma County and thus is an  
26 agricultural employer within the meaning of Labor Code section 1140.4(c) of the Agricultural  
27 Labor Relations Act (“the Act”).  
28

1 D. At all material times, Jose Alejandro Cuevas Fuentes and Yolanda Prida Gonzalez, as  
2 well as [REDACTED], [REDACTED], [REDACTED], [REDACTED], and  
3 [REDACTED] (named as Discriminatees 1-5 in the Complaint), worked performing grape  
4 suckering, pruning, and other crop maintenance for Respondent, and thus, were agricultural  
5 employees within the meaning of Labor Code § 1140.4(b) of the Act.

6 E. After completing an investigation and finding reasonable cause that an unfair labor  
7 practice was committed, the General Counsel filed a Complaint against REVM on February 24,  
8 2025. The General Counsel amended her complaint on February 25, 2025.

9 F. A hearing on this matter is scheduled for June 24, 2025.

## 10 II. SETTLEMENT TERMS

11 To protect agricultural employees' rights in agricultural fields managed by REVM, and to  
12 resolve this charge without further litigation, REVM, the Charging Parties, and the ALRB, by  
13 and through the Regional Director for Region Two, (collectively, "the Parties") hereby agree as  
14 follows:  
15

### 16 A. Full Settlement

17 This Agreement constitutes a complete resolution of charges 2024-CE-079 and 2024-CE-  
18 096. The Agreement contains the complete and integrated agreement of the parties and  
19 supersedes all prior discussions and negotiations. The Parties agree that they entered into this  
20 agreement voluntarily. The Parties agree that no other party made any statement, promise,  
21 representation or agreement, verbally or in writing, except as expressly set forth in this  
22 Agreement.  
23

### 24 B. No Admission of Liability

25 This Agreement affects the resolution of charges 2024-CE-079 and 2024-CE-096. By  
26 entering into this Agreement, Respondent does not admit to violating any provisions of the Act  
27 with reference to the above unfair labor practice charges.  
28

1 **C. Enforcement**

2 The ALRB expects that all Parties are entering into this Agreement in good faith and will  
3 fully comply with its terms. Respondent's performance of the terms and provisions of this  
4 Agreement shall commence immediately after the Regional Director approves this Agreement. If  
5 prior to the closure of this charge, the ALRB has reason to believe that Respondent has violated  
6 any provision of this Agreement, the ALRB will immediately notify the Respondent and attempt  
7 to resolve the issue(s). If, after ten (10) days, the Parties are unable to resolve the issue(s), this  
8 Agreement is void and the ALRB retains authority to prosecute the charge. The Regional  
9 Director will move to put the hearing back on calendar. Thereafter, the General Counsel may file  
10 a motion for default judgment with the Board on the allegations contained in the Complaint.  
11 Respondent understands and agrees that the allegations in the Complaint will be deemed  
12 admitted and that its Answer to such Complaint will be considered withdrawn. The only issue  
13 that may be raised before the Board is whether the Respondent defaulted on the terms of the  
14 Agreement. The Board may then, without necessity of trial or any other proceeding, find all  
15 allegations of the Complaint, to be true and make findings of fact and conclusions of law  
16 consistent with those allegations adverse to Respondent, on all issues raised by the pleadings.  
17 The Board may then issue an Order providing for full remedies for the violations found as is  
18 customary to remedy such violations.

19 **D. Non-Interference with Employee Rights Under the Act**

20 Respondent, including its supervisory employees and authorized agents, will respect its  
21 employees' rights, including those hired through farm labor contractors, to come together for  
22 mutual aid and protection, and will not interfere with, restrain, or coerce agricultural employees  
23 in the exercise of those rights.

24 **E. Offers of Reinstatement and Harvest Work**

25 Respondent will immediately offer reinstatement to [REDACTED] and [REDACTED]  
26 or if not available, substantially equivalent employment without prejudice to seniority or other  
27 rights and privileges of employment. [REDACTED] and [REDACTED] will be offered harvest  
28



1 work under the same conditions as those named below, should they choose to accept  
2 reinstatement. Reinstatement must be accepted within 15 days of the offer. [REDACTED]

3 [REDACTED], [REDACTED], [REDACTED], and Yolanda Prida will be offered harvest work  
4 in 2025 providing that they do not voluntarily resign from their positions with Respondent,  
5 abandon their employment, or become terminated for cause.

6 Respondent will also offer harvest work to Jose Alejandro Cuevas Fuentes in 2025.  
7 Reinstatement for harvest must be accepted within 10 days of the offer due to the time-sensitive  
8 nature of the work.

9 **F. Backpay**

10 Within ten (10) days of the execution of this Settlement Agreement, Redwood Empire  
11 Vineyard Management shall mail checks to the Santa Rosa Subregional Office, 606 Healdsburg  
12 Avenue, Santa Rosa CA 95401 in the amount of thirty-three thousand five hundred and forty-  
13 eight dollars (\$33,548), less applicable payroll taxes, for the Charging Party and Discriminatees  
14 as follows:

- 15 a. To [REDACTED] (2 checks)  
16 i. \$913, less applicable taxes for backpay.  
17 ii. \$48 for interest and excess taxes (no deductions);  
18 b. To [REDACTED] (2 checks)  
19 i. \$3,344, less applicable taxes for backpay.  
20 ii. \$192 for interest and excess taxes (no deductions);  
21 c. [REDACTED] (2 checks)  
22 i. \$2,068, less applicable taxes for backpay.  
23 ii. \$39 for interest and excess taxes (no deductions);  
24 d. [REDACTED] (2 checks)  
25 i. \$5,287, less applicable taxes for backpay.  
26 ii. \$265 for interest and excess taxes (no deductions);  
27 e. [REDACTED] (2 checks)  
28

- 1                   i. \$3,206, less applicable taxes for backpay.  
2                   ii. \$160 for interest and excess taxes (no deductions);  
3           f. [REDACTED] (2 checks)  
4                   i. \$5,864, less applicable taxes for backpay.  
5                   ii. \$481 for interest and excess taxes (no deductions);  
6           g. [REDACTED] (2 checks)  
7                   i. \$10,720, less applicable taxes for backpay.  
8                   ii. \$961 for interest and excess taxes (no deductions)

9 REVM shall make standard payroll deductions from this amount in accordance with each of the  
10 workers most recent W-4 form on file with Respondent– the percentage withheld from the  
11 settlement check shall equal the percentage withheld from the employees’ regular paycheck. An  
12 accounting of the deductions shall accompany the check. Any funds that the Regional Director is  
13 unable to distribute, despite diligent efforts, shall be deposited in the Agricultural Employee  
14 Relief Fund, pursuant to Section 20299 of the ALRB’s regulations.

15           **G.     Harvest Contract Language**

16           REVM agrees to rescind the harvest contract provision that states: “Si en cualquier  
17 momento, cualquier empleado trata de renegociar el precio establecido o crear descontento en las  
18 cuadrillas interrumpiendo el trabajo, este será inmediatamente despedido. El empleado ha  
19 firmado este contrato con el entendimiento y conocimiento de los términos.” (*Translation: “If at*  
20 *any time, any employee tries to renegotiate the established price or create discontent in the*  
21 *crews interrupting work, this employee will be immediately fired. The employee has signed this*  
22 *contract with the understanding and knowledge of the terms.”*). REVM agrees that it will not  
23 enforce this language and will no longer include it, or any other language that restricts workers’  
24 rights under the Agricultural Labor Relations Act, in REVM contracts.

25           **H.     Warnings**

26           Respondent shall rescind the written warning issued to Yolanda Prida Gonzalez on June  
27 7, 2024, and the written warning issued to Jose Alejandro Cuevas Fuentes on August 26, 2024.  
28

1 These warnings shall be rescinded no later than thirty (30) days following the execution of this  
2 agreement.

3 **I. Reading of Notice**

4 Upon execution of this Agreement, Respondent shall sign a Notice to Employees in the  
5 forms attached hereto as Exhibit A (English) and Exhibit B (Spanish). ALRB agents shall  
6 conduct a reading and distribution of the Notice during the harvest season to all Respondent's  
7 agricultural employees. The reading shall take place at a mutually agreed upon time and date. At  
8 the time of the reading, ALRB Agents will provide sufficient copies of the signed Notice to  
9 Employees in Spanish and English, as applicable. Respondent will compensate agricultural  
10 employees for the time spent attending the reading at their average hourly rate. The reading will  
11 not interfere with employees' breaks or lunch periods. Employees will have time to ask questions  
12 and obtain responses from ALRB agents -- no supervisors, forepersons, officers, representatives,  
13 or attorneys of Respondent shall be present for any part of the reading and question and answer  
14 period.

15 If interpretation is required into languages other than Spanish or English, language  
16 interpreters shall accompany ALRB agents, read the Notice in all appropriate languages, and  
17 translate questions and answers as necessary. Respondent shall pay the cost of these interpreters  
18 if any are necessary.

19 **J. Posting**

20 ALRB Agents shall post copies of the Notice where Respondent traditionally posts  
21 Notices to its agricultural workers. This may include areas where the employees congregate and  
22 eat lunch, including but not limited to work trailers used by the crews and bulletin boards that  
23 contain other notices to employees. These Notices shall be posted when the ALRB agents read  
24 the Notice to the workers and shall remain posted for sixty (60) days thereafter. Respondent shall  
25 exercise due care to replace any Notice to Employees that has been altered, defaced, covered or  
26 removed.  
27  
28

1                   **K.     Mailings**

2                   Within thirty (30) days of the execution of this Agreement, Respondent will prepare  
3 stamped, unsealed envelopes containing the Notice in English and Spanish addressed to each  
4 agricultural employee who worked for Respondent from March 1, 2024, to the present. The  
5 return address listed on the envelopes shall be ALRB, 606 Healdsburg Avenue, Santa Rosa, CA  
6 95401. To ensure compliance, Respondent will provide the ALRB with a list of names and home  
7 addresses of all such employees. ALRB agents will then inspect the unsealed postage-paid  
8 mailings and drop them off at the post office.

9                   **L.     Supervisor Training**

10                  ALRB agents will conduct a one-hour training for all of Respondent's supervisory  
11 employees, including but not limited to Owner Tyler Klick, Owner Kevin Barr, Office  
12 Manager/Chief of Operations Elia Rosas, Safety Manager Gustavo Gonzalez, Supervisor  
13 Emigdio Olivera, Area Manager Bolebec Hunter Emch, Area Manager Matthew Kichin, and  
14 Supervisor Dante Ruano regarding the provisions of the Act. Such training will take place at a  
15 mutually agreeable time, but not later than thirty days after the execution of this Agreement. No  
16 foreperson or supervisor will suffer a loss of pay for the time spent in the training. The training  
17 shall be held during normal working hours.

18                  **M.     Access for ALRB Agents**

19                  Respondent agrees to provide the ALRB with access to its worksites to verify compliance  
20 with this Agreement. If Respondent fails to comply with the terms of this Agreement, the  
21 General Counsel can, in her discretion, extend the posting period beyond sixty (60) days,  
22 according to the severity of the noncompliance.

23                  **N.     Closure**

24                  Upon execution of this Agreement, the Regional Director will inform the Executive  
25 Secretary of the settlement and will request that the hearing be taken off calendar. Upon  
26 confirmation by ALRB agents that Respondent complied with all the terms of this Agreement,  
27  
28

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

Agricultural Labor Relations Board

Approved By:

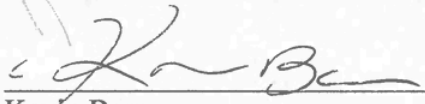
Date: \_\_\_\_\_

\_\_\_\_\_  
Yesenia De Luna  
Regional Director

1 the Regional Director will request withdrawal of the Complaint, close charges 2024-CE-079 and  
2 2024-CE-096, and inform all parties that the charge is closed.  
3

4 Redwood Empire Vineyard Management, by and through its president, Kevin Barr, has  
5 read, fully understands the provisions of this Agreement, and agrees to them.  
6

7 Date: May 13, 2025

8   
Kevin Barr  
President, Redwood Empire Vineyard Management  
9

10 I, Jose Alejandro Cuevas Fuentes, have read the contents of this agreement and fully  
11 understand its provisions, and agree to them.  
12

13 Date: \_\_\_\_\_

14 Jose Alejandro Cuevas Fuentes  
Charging Party  
15  
16

17 I, Aura Aguilar, have read the contents of this agreement and fully understand its  
18 provisions, and agree to them.  
19

20 Date: \_\_\_\_\_

21 Aura Aguilar on behalf of Charging Party,  
North Bay Jobs with Justice  
22

23 I, Karen Santana, declare under penalty of perjury that I am fluent in English and  
24 Spanish, that I have orally translated the Agreement to Jose Alejandro Cuevas Fuentes, and he  
25 acknowledged fully understanding the contents.  
26

27 Date: \_\_\_\_\_

28 Karen Santana, Field Examiner II



# EXHIBIT A



**NOTICE TO EMPLOYEES**  
**Redwood Empire Vineyard Management**  
**Case Nos. 2024-CE-079; 2024-CE-096**

Jose Alejandro Cuevas Fuentes ("Mr. Cuevas") filed an unfair labor practice charge with the Agricultural Labor Relations Board alleging that Redwood Empire Vineyard Management ("REVM") retaliated against him and others by issuing written warnings and excluding them from the 2024 grape harvest due to their protected concerted activity, including attending a workers' rights protest in July 2024. North Bay Jobs with Justice ("NBJWJ") filed a second charge against REVM alleging that REVM retaliated against agricultural workers who participated in organizing and/or marches with NBJWJ by excluding these workers from recall, hiring, and/or harvest work in 2024.

The General Counsel's office investigated the charges and determined that there was reasonable cause to believe a violation of the Agricultural Labor Relations Act ("ALRA") occurred. The General Counsel filed a Complaint against REVM. To resolve this Complaint fairly and without the need for further litigation, REVM agrees that this Notice shall be read to all agricultural employees and posted for sixty (60) days in locations where it traditionally posts notices to its agricultural workers.

The ALRA is a law that gives you and all agricultural workers in California the following rights:

1. To organize yourselves for mutual aid and protection;
2. To form, join, or help a union;
3. To join together to speak up and request better working conditions from your employer; and
4. To decide not to do any of these things.

**Because it is true that you have these rights, WE PROMISE THAT:**

**WE WILL** compensate Mr. Cuevas and six other workers described in the Complaint for wages they lost due to the allegations in the charges.

**WE WILL** rescind the warnings issued against Mr. Cuevas on August 26, 2024, and another worker on June 7, 2024.

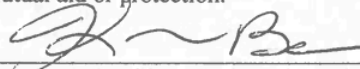
**WE WILL** offer reinstatement to Mr. Cuevas and the six other workers described in the complaint.

**WE WILL** rescind any contract language that prohibits employees from negotiating their rate of pay or from organizing within their crews. We will not include similar language in any future contracts with agricultural employees.

**WE WILL NOT** retaliate or discriminate against any agricultural employee because he or she has exercised the rights described in this notice, including participating in or joining a labor organization.

**WE WILL NOT** interfere with your ability to self-organize, participate in a union, or engage in any other concerted activity undertaken for mutual aid or protection.

Dated: May 13, 2025

  
Kevin Barr, President, Redwood Empire Vineyard  
Management.

If you have any questions, you may contact any office of the ALRB at the following locations:

<u>Oxnard</u>	1901 N. Solar Drive, Suite 240, Oxnard, CA 93036	(805) 973-5062
<u>Salinas</u>	342 Pajaro Street, Salinas, CA 93901	(831) 769-8031
<u>Visalia</u>	1642 W. Walnut Ave, Visalia, CA 93277	(559) 627-0995
<u>Indio</u>	81-713 Highway 111, Suite A, Indio, CA 92201	(760) 342-9633
<u>Santa Rosa</u>	606 Healdsburg Avenue, Santa Rosa, CA 95401	(707) 867-2828

**THIS IS AN OFFICIAL NOTICE OF THE AGRICULTURAL LABOR RELATIONS BOARD OF THE STATE OF CALIFORNIA AND IS NOT TO BE DISFIGURED, ALTERED OR DEFACED IN ANY WAY.**

# **EXHIBIT B**



## AVISO A LOS TRABAJADORES Redwood Empire Vineyard Management Nro. de casos: 2024-CE-079; 2024-CE-096

Jose Alejandro Cuevas Fuentes ("Sr. Cuevas") presentó cargo de práctica laboral injusta ante el Consejo de Relaciones del Trabajo Agrícola, alegando que Redwood Empire Vineyard Management ("REVM") tomó represalias contra él y otros al emitir advertencias por escrito y excluirlos de la cosecha de uva del 2024 debido a su actividad concertada protegida, incluyendo el asistir una protesta para los derechos de los trabajadores en julio de 2024. North Bay Jobs with Justice ("NBJWJ") presentó otro cargo de practica laboral injusta en contra de REVM, alegando que REVM tomó represalias en contra de los trabajadores agrícolas que participaron en la organización y/o marchas con NBJWJ al excluirlos de reconstrucción, contratación y/o el trabajo de cosecha en 2024.

La oficina de la Cónsul General investigó los cargos y determinó que existían motivos razonables para creer que se había cometido una violación de la Acta de Relaciones del Trabajo Agrícola ("ALRA"). La Cónsul General archivó una demanda en contra de REVM. Para resolver la demanda de manera justa y sin necesidad de litigios adicionales, REVM acuerda que este Aviso, se leerá a todos los empleados agrícolas, y se publicará durante sesenta (60) días en los lugares donde normalmente se publican avisos a los empleados.

La ALRA es una ley que le otorga a usted y a todos los demás trabajadores agrícolas de California estos derechos:

1. A organizarse para la ayuda y protección mutua;
2. De formar, unirse a, o ayudar a un sindicato;
3. De unirse para alzar la voz y solicitar mejores condiciones laborales y solicitar cambios a su empleador; y
4. De decidir no hacer ninguna de estas cosas.

### Porque es cierto que usted tiene estos derechos, NOSOTROS PROMETEMOS QUE:

**NOSOTROS** compensaremos a el Sr. Cuevas y seis otros trabajadores descritos en la demanda por los salarios supuestamente perdidos como resultado de las alegaciones en los cargos.

**NOSOTROS** revocaremos las advertencias emitidas contra el Sr. Cuevas el 26 de agosto de 2024 y contra otro trabajador el 7 de junio de 2024.


**NOSOTROS** ofreceremos la reincorporación de trabajo a el Sr. Cuevas y a otros seis trabajadores descritos en la demanda.

**NOSOTROS** revocaremos cualquier clausula contractual que prohíba a los empleados a negociar su salario u organizarse dentro de sus cuadrillas. No incluiremos clausulas similares en futuros contratos con empleados agrícolas.

**NOSOTROS NO** tomaremos represalias ni discriminaremos contra ningún empleado agrícola por que haya ejercido los derechos descritos en este aviso, incluyendo la participación o unión a una organización laboral.

**NOSOTROS NO** interferiremos con su capacidad de autoorganizarse, participar en un sindicato o involucrarse en cualquier otra actividad concertada realizada para ayuda o protección mutua.

Fecha: May 13, 2024

  
Kevin Barr, Presidente, Redwood Empire Vineyard Management.

Si tiene alguna pregunta puede comunicarse con cualquier oficina del ALRB ubicadas en:

<u>Oxnard</u>	1901 N. Solar Drive, Suite 240, Oxnard, CA 93036	(805) 973-5062
<u>Salinas</u>	342 Pajaro Street, Salinas, CA 93901	(831) 769-8031
<u>Visalia</u>	1642 W. Walnut Ave, Visalia, CA 93277	(559) 627-0995
<u>Indio</u>	81-713 Highway 111, Suite A, Indio, CA 92201	(760) 342-9633
<u>Santa Rosa</u>	606 Healdsburg Avenue, Santa Rosa, CA 95401	(707) 867-2828

**ESTO ES UN AVISO OFICIAL DEL CONSEJO DE RELACIONES DEL TRABAJO AGRÍCOLA DEL ESTADO DE CALIFORNIA Y NO SE PUEDE REMOVER, ALTERAR O DESFIGURAR DE NINGUNA MANERA.**