

#### A. Job Offer Information

1. Job	Title *	Field Workers										
2. Worl	kers	a. Total	b. H-2/	A			Pe	riod of In	tended Emplo	yment		
	ded *	42	42		3. Be	egin Date	* 5/23/2022		4. End Da	<sup>ate *</sup> 10/21/2	022	
		generally requir							week? *	🛛 Yes	🗹 No	
6. Antio	cipated	days and hours	of work pe	er weel	k *					7. Hourly v	vork sche	edule *
35	5	a. Total Hours	7	c. Mon	nday	7	e. Wednesday	7	g. Friday	a. <u>5</u> : (	00	AM PM
0		b. Sunday	7	d. Tue	sday	7	f. Thursday	0	h. Saturday	b. <u>12</u> : <u>3</u>	00	AM M PM
	ease begin	er * 8c. P	er * 8	fic serv	vices ( m C if a	or labor to	ace is needed.)	*	formation	ay Informatio	on §	
\$			ONTH \$									
		ted <b>Addendum</b> nd wage offers at					on on the crops	or agricu	ultural	C Yes	🗹 No	
10. Fre	equency	y of Pay. * 🛛 🗹	Weekly		Biw	/eekly	Monthly	Ot Ot	ther (specify)	N/A		
11. Sta <sup>(Ple</sup> See Ad	ease begii	eduction(s) from n response on this for IM C	pay and, m and use A	if know	vn, the m C if a	e amount additional sp	(s). * ace is needed.)					
Form ETA-		H-300-22083-006296	Case Stati	Eull C	DEPAR		<b>LABOR USE ONL</b> Determination Date: _		Validity Peri	od:	P to	age 1 of 8



#### B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *	
🗹 None 🔲 High School/GED 🖵 Associate's 🖵 Bache	elor's 🔲 Master's or Higher 🔲 Other degree (JD, MD, etc.)
2. Work Experience: number of months required. * 1	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) *	
a. Certification/license requirements	g. Exposure to extreme temperatures
b. Driver requirements	h. Extensive pushing or pulling
c. Criminal background check	i. Extensive sitting or walking
☑ d. Drug screen	j. Frequent stooping or bending over
☑ e. Lifting requirement <u>50</u> lbs.	k. Repetitive movements
5a. Supervision: does this position supervise the work of other employees? *	No 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. <b>§</b>
6. Additional Information Regarding Job Qualifications/Reg (Please begin response on this form and use Addendum C if additional s See Addendum C	quirements. space is needed. If no additional skills or requirements, enter " <u>NONE</u> " below) *

#### C. Place of Employment Information

1. Address/Location *							
Adams Brothers W Main St and Black Rd							
2. City *	3. State *	4. Postal Code *	5. County *				
Santa Maria	California	93458	Santa Barbara				
6. Additional Place of Employment Information <i>(If no additional information, enter "<u>NONE</u>" below) * Transplanting work will take place in various fields in and around Santa Barbara County (Santa Maria, Santa Inez, Lompoc, Guadalupe, Los Alamos, Orcutt) San Luis Obispo County (Nipomo, Arroyo Grande &amp; Oceano) and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the transplanting will be completed at the following locations which are owned or operated by Plantel Nurseries Inc (Grower):Pete Melero at 805-315-5000</i>							
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *							
D. Housing Information							
1. Housing Address/Location *							
2840 Telephone Rd							
2. City *	3. State *	4. Postal Code *	5. County *				
Santa Maria	California	93454	Santa Barbara				
6. Type of Housing *		•	7. Total Units *	8. Total Occupancy *			
House			4	16			

9. Housing complies or will comply with the following applicable standards: \*

10. Additional Housing Information. (If no additional information, enter "NONE" below) \*

Unit consists of 4 bedrooms, kitchen, living room, 2 bathrooms, & laundry area. For a total of 16 beds. Each worker will be provided with their own bed. Laundry facilities are located on site at no cost to workers. Employer will use 3 beds for this contract.

11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? \*

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U4/25/2022 Validity Period:

Local

State

\_to \_\_\_\_\_

Yes 🛛 No

Federal



#### E. Provision of Meals

<ol> <li>Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (<i>Please begin response on this form and use Addendum C if additional space is needed.</i>)</li> <li>Workers occupying employer-provided housing in which full kitchen facilities are available will be responsible for preparing their own meals. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Company-provided housing facilities. Employer will provide workers with cooking and eating utensils. No kitchen facilities or meals are provided to workers not occupying Company-provided housing. The employer will facilitate transportation to local grocery stores once per week.</li> </ol>						
2. If made are provided the employer *	WILL NOT charge workers for such meals.					
2. If meals are provided, the employer: *		per day per worker.				
	•	per day per worker.				
F. Transportation and Daily Subsistence	■ WILL charge workers for such meals at \$	per day per worker.				
F. Transportation and Daily Subsistence	WILL charge workers for such meals at	per day per worker.				
<ul> <li>F. Transportation and Daily Subsistence</li> <li>1. Describe the terms and arrangement for (Please begin response on this form and use Added)</li> </ul>	WILL charge workers for such meals at	per day per worker.				
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 3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker \*
 a. no less than
 \$ \_\_14 . 00 per day \*

 b. no more than
 \$ \_\_59 . 00 per day with receipts

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and



#### G. Referral and Hiring Instructions

hours applicants will be considered for the job opportunity. \* (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C

2. Telephone Number to Apply * +1 (831) 676-3833	<ol> <li>Email Address to Apply * selina@elkhornpacking.com</li> </ol>
4. Website address (URL) to Apply *	Senina & encloripacking.com
N/A	
H. Additional Material Terms and Conditions	of the Job Offer
	itional information about the material terms, conditions,
i. is a completed <b>Addendum C</b> providing add	

and benefits (monetary and non-monetary) that will be provided by the employer attached to this 🗹 Yes 🛛 No job order? \* Form ETA-790A FOR DEPARTMENT OF LABOR USE ONLY

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#### I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employmentrelated laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A Application for Temporary Employment Certification for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- <u>NO STRIKE, LOCKOUT, OR WORK STOPPAGE</u>: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- 3. <u>HOUSING FOR WORKERS</u>: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

- 4. WORKERS' COMPENSATION COVERAGE: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- 5. <u>EMPLOYER-PROVIDED TOOLS AND EQUIPMENT</u>: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
- 6. <u>MEALS</u>: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

- 7. TRANSPORTATION AND DAILY SUBSISTENCE: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.
  - A. Transportation to Place of Employment (Inbound)

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. Transportation from Place of Employment (Outbound)

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

#### C. Daily Transportation

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. Compliance with Transportation Standards

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

 THREE-FOURTHS GUARANTEE: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work actually performed may be counted by the employer in calculating whether the period of guarantee employment has been met. Any hours the worker fails to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

- 9. EARNINGS RECORDS: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
- 10. <u>HOURS AND EARNINGS STATEMENTS</u>: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).



11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(I).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

- 12. FREQUENCY OF PAY: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
- 13. <u>ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE</u>: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

- 15. <u>DEDUCTIONS FROM WORKER'S PAY</u>: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
- 16. <u>DISCLOSURE OF WORK CONTRACT</u>: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



#### 17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Arreola	Selina	
4. Title *		.4
Office Manager		
5. Signature (or digital signature) * Digital Signature Verified and Retained By	6. Date signing officer 4/6/2022	jned *

#### **Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

#### Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.



#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Adams Brothers W Main St and Black Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers West main Street Right side half a mile pass Hanson Way		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers West main Street Pass Hanson Way Left Side Block Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers West main Street Pass Hanson Way Left Side Block Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers Brown Rd and Cabrillo Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers East Donovan Rd and Suey Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers Foxen Canyon Rd Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers Highway One and Brown Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers Brown Rd heading west left side by cattle corals cross street Point Sal		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Adams Brothers Betteravia Rd to Foxen canyon, heading East 3 Miles right side by Hanson Concrete		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\S$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Adams Brothers Betteravia Rd Heading West to Ray Rd, on the right-side corner next to enclosed		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Acquistapace Farms Santa Maria, California 93454 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	1300 Philbric Rd Santa Maria, California 93454 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Acquistapace Farms 385 N Blosser Rd Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Acquistapace Farms, 629 Simas Rd and Brown And Betteravia Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Acquistapace Farms West Hwy 1/2 miles S Guadalupe Head south on Telephone Rd toward Fallen Leaf Dr		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Acquistapace Farms Northwest corner Main St. Simas Rd Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Acquistapace Farms 1500 Block Blosser Road Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Acquistapace Farms 2466 Telephone #B Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms Betteravia Rd Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\S$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Agro-Jal Farms 4651 Santa Maria Mesa Rd Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms 3399 Foxen Canyon Rd. Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms 2615 Clark Ave Santa Maria, California 93455 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms Head south on Telephone Rd toward Fallen Leaf Dr Street		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms 410 Black Road Ranch Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms Ray Rd. Highway 166 (Main Street) Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms Betteravia Road Santa Maria, California 93454 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms, Black Road, Betteravia Road Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms Black Road Santa Maria, California 93455 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Agro-Jal Farms 1891 W. Main St. Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Alamo Farming Company Bonita Lateral and Bonita School Rd Nipomo, California 93444		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Alamo Farming Company Betteravia Rd east and Philbric Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Alamo Farming Company Betteravia Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Babe Farms Central Coast Ranch 1, 1485 N Blosser Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Babe Farms Central Coast 3590 Telephone Road Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Babe Farms Central Coast Donovan Rd West to Blosser Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Babe Farms Central Coast 3850 Telephone Road Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Babe Farms Central Coast 3590 Telephone Rd. Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Babe Farms Central Coast Telephone Rd South from Betteravia Rd Head south on Telephone		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Babe Farms Central Coast Santa Maria, California 93455 SANTA BARBARA		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Babe Farms Central Coast Telephone Rd South from Betteravia Rd		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Babe Farms Central Coast 1919 N Blosser Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	B and D Farms Betteravia Rd West and Simas Corner Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	B and D Farms Pioneer Rd and Highway One Back corner lot Guadalupe, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	B and D Farms Highway One South and Brown Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	B and D Farms Valley Rd by Arroyo Grande High School Arrroyo Grande, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	B and D Farms Highway One South and Brown Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	B and D Farms Highway One South and Brown Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	B and D Farms Highway 246 west from Buellton Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Betteravia Farms Betteravia Rd and Simas Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Betteravia Farms Main St west to Simas Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Betteravia Farms Betteravia Rd west to Brown Rd (Ranch 10, 15, 17, 25, 51)		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Betteravia Farms Betteravia Rd west to Y Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Betteravia Farms Main St west to Highway One (Ranch 56, 57, 58) Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Black Jack Farms Leslie St Santa Maria, California 93454 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Black Jack Farms San Antonio Rd E Santa Maria, California 93454 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Mail Road/Santos Road Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Mclaughlin Road/Santa Ynez River Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Central Avenue/O street Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Hibbits Ranch Santa Maria, California 93454 SANTA BARBARA		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\S$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Campbell Ranches Santa Rosa Road/ Ave. Of the Flags Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches 944 East Highway 246 Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches S H St, Lompoc Lompoc, California 93436 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Mission Ranch Take highway 246 west to mission gate ranch to the right side		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches H street (Highway 1)/La Purisima Road Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Artesia Avenue/Central Avenue Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches River Ranch, South east of Rucker Rd and McLaughlin rd.		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Henning Ranch, Artesia Rd and DeWolff Ave Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Hapgood Road, 111 Hapgood Rd		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Cebada Canyon Road Lompoc, California 93436		5/23/2022	10/21/2022	42



#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\S$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Campbell Ranches Ocean Ave and San Pasqual Rd Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Campbell Road Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Tularosa Road Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Walsh-Douglas Ranch, Southeast of Douglas Ave and Santa Ynez River		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Walsh-Artesia Ranch East side of Artesia Ave Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Tularosa Road Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Cebada Canyon Road Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Mission Gate Road Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Santa Rosa Rd (Ranch 26, 27) Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 1/Santa Rosa Rd Lompoc, California 93436		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\S$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Campbell Ranches Highway 246/Hapgood Road Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Highway 246/Buelton Santa Maria, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Williams Ranch South side of Highway 246 Santa Maria, California 93427		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Sweeney Road/Lompoc Lompoc, California 934346		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Campbell Ranches Santa Rita Ranch end of Sweeny Rd Lompoc, California 93436		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	DeBernardi Bros East Main St just pass Pioneer High School (right side) Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	DeBernardi Bros East Main St just pass Pioneer High School (left side) Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Destiny Farms Highway 35 to Las Alamos from the 101 freeway (Ranch #1, 2)		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Destiny Farms East, Black Road/Santa Maria Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Destiny Farms Foxen Canyon Road/Santa Maria Santa Maria, California 93454		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\S$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Destiny Farms Santa Maria Mesa Road Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Destiny Farms E Clark Avenue/Santa Maria Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Destiny Farms 4700 Highway 135/Los Alamos Santa Maria, California 93440		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Destiny Farms Betteravia Rd Santa Maria, California 93454 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Earth Kist Farms & Eat Sweet Farms Black Road/Santa Maria (Ranch #32, 41 & 42)		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Edward Silva & Son, Inc. CA-166 W/E Main St Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Edward Silva & Son, Inc. CA-166 W/E Main St Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Edward Silva & Son, Inc. CA-166 W/E Main St Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Edward Silva & Son, Inc. Oso Flaco Lake Rd Nipomo, California 93444		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Edward Silva & Son, Inc. West Division Rd and Oso Flaco Rd Nipomo, California 93444		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Edward Silva & Son, Inc. West main street/Santa Maria Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Edward Silva & Son, Inc. Division Rd and Oso Flaco Rd Nipomo, California 93444		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Fresh Bounty Highway 135 and San Antonio Rd Orcutt, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Freshway Farms, LLC 1801 West Main Street (Ranch #1, 2) Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Freshway Farms, LLC 4505 South Telephone Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Growers Express 1801 West Main Street (Ranch #1, 2) Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	H & R Souza West Main St and Ray Rd Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	H & R Souza West Main St and Ray Rd Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	H & R Souza Rancho Laguna Farms/Santa Maria Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	H & R Souza Division Rd heading west Pass Oso Flaco Rd Nipomo, California 93444		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	H & R Souza Division Rd and Oso Flaco Rd Nipomo, California 93444		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	H & R Souza Bonita Lateral Rd Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. Bonita School Rd and Bonita Lateral (ranch 1, 13, 14)		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. Bonita Lateral Road/Turkey Ranch Road Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. 630 Simas Road/Guadalupe Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. 1450 W. Main St Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. West Main St Innovative Produce Office Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. 1677 W. Stowell Road Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. Betteravia Rd and Simas wagon wheel Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd and Produce PI Right side of road corner block by chain-link yard.		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd and Produce PI Right side of road corner block by chain-link yard.		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd heading south before going up the mesa to the right side, next to the		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms Valley Rd and Highway One Left side block by the highway.		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd and Produce PI to the left heading east all the way to the back by the		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms Valley Rd and Highway One right side block by the highway next to the yard of walnut		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd and Produce PI to the left heading east all the way to the back by the		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms Valley Rd North to Sunrise Ter to the left side everything on the road and Curve		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms Valley Rd North to Fair Oaks Aver to the Right side everything on the road before the		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms Valley Rd North to Sunrise Ter to the left side everything on the road and Curve		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms West Highway One and Halcyon Rd Corner section by the bridge Right Side, across from		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business $\S$	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Oceano Farms West Highway One turn Left on 22nd St half mile before the tracks to the Left side.		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Talley Farms Lopez Rd Drive and Orcutt Rd Arroyo Grande, California 93420		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	SunCoast Farms Highway One and Oso Flaco Rd Nipomo, California 93444		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	SunCoast Farms Oso Flaco Lake Rd Nipomo, California 93444 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 5, 11, 15, 18, & 21 Telephone Road/Betteravia Road, Head north on Telephone Rd		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 1,2,3,4,7,8, 9, 10 & 16 Santa Maria, California 93454	Head north on Telephone Rd 2.5 mi Turn right onto E Betteravia Rd 0.5 mi	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 5, 11, 15, 18, 21 & 29 Head north on Telephone Rd 2.5 mi	Turn right onto E Betteravia Rd 0.5 mi Continue onto Foxen Canyon Rd	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 8, 28, 16 Head north on Telephone Rd 2.5 mi Santa Maria, California 93454	2.5 mi Turn left onto E Betteravia Rd 2.4 mi Turn right onto S College Dr 1.0 mi Turn left onto E Stowell Rd Santa Maria	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 1,2,3,4, 9, &10 Rosemary Road/Betteravia Road Santa Maria, California 93454	Head north on Telephone Rd 2.5 mi Turn left onto E Betteravia Rd 1.0 mi Turn right onto Rosemary Rd	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 17, West Main Street and Hanson way All the fields to the left by the modular Home		5/23/2022	10/21/2022	42

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

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business $\S$	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	OSR Enterprises Ranch 25, West Main Street and Hanson way Santa Maria, California 93454	All the fields to the left by the modular Home Park middle block by green House Barn	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 26, West Main Street and Hanson way Santa Maria, California 93454	All the fields to the left by the modular Home Park to the south on Hanson Rd by Stowell Rd	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 27, West Main Street and Hanson way Santa Maria, California 93454	All the fields to the left by the modular Home Park to the south on Hanson Rd by Stowell Rd	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 01- Rosemary Rd./Stowell Road, Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 02 ? Enos Buss, Rosemary Rd./ Betteravia Road	Head north on Telephone Rd 2.5 mi Turn left onto E Betteravia Rd 1.0 mi Turn left onto Rosemary Rd Santa Maria, CA 93454. Ranch 04- Philbric Road/Stowell Road, Head north on Telephone Rd 2.5 mi Turn left onto E Betteravia Rd 1.0 mi Turn right onto Rosemary Rd 1.0 mi Turn left onto E Stowell Rd	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 05- Foxen Canyon Road/Telephone Road Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 06 - 1875 West Main Street, Head north on Telephone Rd 2.5 mi Turn left onto E		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 07- 1755 E. Stowell Road / Head north on Telephone Rd 2.5 mi Turn left onto E		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 08 - 1909 E. Stowell Road/ Head north on Telephone Rd 2.5 mi Turn right onto		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 10- 1635 E. Betteravia Road/ Head north on Telephone Rd 2.5 mi Turn left onto E		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	OSR Enterprises Ranch 11- west Betteravia Rd to Foxen Cyn Rd 1Mile pass Dominion rd left side by the first		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 15 - west Betteravia Rd to Foxen Cyn Rd 1Mile pass Dominion rd left side by the first		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 16- Stowell Road, Philbric Road/ Head north on Telephone Rd 2.5 mi Turn left onto E		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 17 - 1490 West Stowell Road/ Head north on Telephone Rd	2.5 mi Turn left onto E Betteravia Rd 1.0 mi Turn right onto Rosemary Rd 1.0 mi Turn left onto E Stowell Rd	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 20 - 4780 Foxen Canyon Road / Santa Maria, California 93454	Head north on Telephone Rd 2.5 mi Turn right onto E Betteravia Rd 0.5 mi	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 21 - Dominion Road, Foxen Canyon Road Santa Maria, California 93454	Head south on Telephone Rd toward Fallen Leaf Dr 1.5 mi Turn left onto E Clark Ave 2.0 mi	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. West Main Street and Hanson Way Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. West Main St to Main Street Produce office (ranch #9, 10, 11)		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. Mahoney Rd and Black Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. 1677 W. Stowell Road Santa Maria, California 93458		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Innovative Produce, Inc. Highway One Heading South to Division Rd (Ranch #17, 18, 19)		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. Highway One Before Clark Rd (Ranch #21, 24) Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. Highway One Heading South to Oso Flaco Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Innovative Produce, Inc. Highway 246 west by the bend heading to Lompoc and the county yard		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	John Guggia & Sons Betteravia Rd east to Philbrick Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	John Guggia & Sons Stowell Rd east to Philbrick Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	John Guggia & Sons Panther Dr, Head north on Telephone Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	John Guggia & Sons Andrew Ave/Wicks Ave Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	John Guggia & Sons Freemont street/East Main Street Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	KG Berry Farms Betteravia Road/Philbrick Road Santa Maria, California 93454		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\S$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	KG Berry Farms Stowell Road/Rosemary Road Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	KG Berry Farms Main Street/Panther Dr. Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	KG Berry Farms Wicks Street/Foxen Canyon Road Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	KG Berry Farms East Main Street/Freemont Street Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Renwick Ave to the North, to The Santa Ynez River Stream		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Union Sugar Ave to the North, to The Santa Ynez River Stream, Middle		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Union Sugar Ave to the North, to The Santa Ynez River Stream, Middle		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Renwick Ave to the North just before the rail road Crossing to the Right		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Union Sugar Ave by the cooler left side block		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Union Sugar Ave by the cooler Right side block		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Lompoc Farms West Central St and Dewolf Ave to the right heading north middle block left side		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Douglas Ave to the right heading north middle block left side		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 2470 Oso Flaco Lake Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 2400 Oso Flaco Lake Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 2175 Thornberry Rd, Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Legge Ave to the right heading north middle block left side		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Lompoc Farms West Central St and Florence Ave to the right heading north middle block Right side		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Ocean Front Farms West Main St heading to Guadalupe Beach First Green Metal Post to the Right		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Ocean Front Farms West Main St heading to Guadalupe Beach Green Metal Post to the left Gamble		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Ocean Front Farms West Main St heading to Guadalupe Beach Green Metal Post to the Right Gamble		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Ocean Front Farms Highway One and Thornberry Rd heading west to the end of the road on Thornberry		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Ocean Front Farms Highway One and Brown Rd right hand side look for big Barn off the side of the hill.		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Ocean Front Farms Highway 135 @ Cabrillo highway, Head south on Telephone Rd toward Fallen Leaf Dr	Turn right onto E Clark Ave Pass by McDonald's (on the left in 1.9 mi) 3.1 mi Turn left to merge onto CA- 135 S/Orcutt Expy	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	San Ysidro Farms Bonita School rd. and Division Rd Nipomo, California 93444		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	San Ysidro Farms Division Road/Bonita School Road Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	San Ysidro Farms Division Rd and Riverside Rd Nipomo, California 93444		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	River Edge Ranch West Main St to Guadalupe Beach Guadalupe, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	River Edge Ranch 8 Division Rd and Green Heart Sub Nursery Nipomo, California 93444		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	San Ysidro Farms Division Rd and Riverside Rd Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	San Ysidro Farms Bonita School rd. and Division Rd Nipomo, California 93444		5/23/2022	10/21/2022	42



#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	San Ysidro Farms Division Road/Bonita School Road Santa Maria, California 93455		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	San Ysidro Farms Division Road/Bonita School Road Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Laguna Division Rd and Green Heart Sub Nursery (ranch 7, 8, 11)		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Laguna Highway One South Before Black Rd Left side down on the bottom of the lake (ranch 9, 10)		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Laguna Black Rd and Dutard Rd Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Laguna Stowell Rd west to black Rd right side of rd everything from the dog houses to black rd		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 1280 Bonita School Rd. Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 2885 W. Main St Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 3200 W. Main St Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 415 Bonita School Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Rancho Guadalupe 3405 W. Main St Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 3512 W. Main St Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 3875 W. Main St Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 3743 W. Main St Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 2445 W. McCoy Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 1150 Oso Flaco Lake Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 1131 Simas Rd Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 2485 W. Main St Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 247 Ray Rd Santa Maria, California 93458 SANTA BARBARA		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Guadalupe 2600 Bonita Lateral Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information $\S$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	Rancho Guadalupe 2680 Oso Flaco Lake Rd Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd and Produce PI, head west cross the rail road tracks all to the left and right		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd and Produce Pl, Arroyo Grande, California 93420	, head west cross the rail road tracks continue straight by the dunes middle road all to the left and right	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd and Produce PI, head west cross the rail road tracks continue straight	by the dunes middle road turn Left head south by spill way everything to the left	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Oceano Farms South Halcyon Rd and Produce PI Right side of road corner block by chain-link yard		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 25 - 1763 West Main Street Santa Maria, California 93454	Head north on Telephone Rd toward Cambridge Way 1.7 mi Turn left onto E Betteravia Rd 2.0 mi	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 26 - West Main St 1.5miles pass Blosser Rd Santa Maria, California 93454	Look for the satellite antennas brown House Turn right Everything behind house.	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 29- Philbric Road, Betteravia Road Santa Maria, California 93454	Head north on Telephone Rd 2.5 mi Turn right onto E Betteravia Rd 0.5 mi	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	OSR Enterprises Ranch 30- Panther Drive, Main Street Santa Maria, California 93454	Head north on Telephone Rd 2.5 mi Turn right onto E Betteravia Rd 0.5 mi Turn left onto Philbric Rd 1.5 mi Continue onto E Main St 1.7 mi Turn right onto Panther Dr	5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Santa Barbara Farms Central Ave and Leege Rd Lompoc, California 93436		5/23/2022	10/21/2022	42



#### C. Additional Place of Employment Information

1. Name of Agricultural Business $\S$	2. Place of Employment *	3. Additional Place of Employment Information $\$$	4. Begin Date §	5. End Date §	6. Total Workers §
Plantel Nurseries Inc	River Edge Ranch Telephone Rd and Yellow Greka Yard gate Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	River Edge Ranch Blosser Rd and west Donovan corner red barn Santa Maria, California 93454		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Laguna Black Rd./Main Street Santa Maria, California 93458		5/23/2022	10/21/2022	42
Plantel Nurseries Inc	Rancho Laguna West Betteravia Rd and Ray Rd (ranch 3, 4, 6, 5) Santa Maria, California 93454		5/23/2022	10/21/2022	42



#### **D. Additional Housing Information**

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
House	2890 Telephone Rd Santa Maria, California 93454 SANTA BARBARA	Unit consists of 8 bedrooms, kitchen, living room, 2 bathrooms, & laundry area. For a capacity of 39. Each worker will be provided with their own bed. Laundry facilities are located on site at no cost to workers. 3 beds will be used for this contract.	8	39	☑ Local ☑ State ☑ Federal
House	4350 Wicks Ave Santa Maria, California 93454 SANTA BARBARA	Housing is a large ranch house and consists of 6 bedrooms, 1 covered porch, 1 large living room, kitchen, 4 bathrooms, and laundry room. Total capacity of 36 beds. Each worker will be provided with their own bed. Laundry facilities are located on site at no cost to the workers.	6	36	☑ Local ☑ State ☑ Federal
					<ul><li>❑ Local</li><li>❑ State</li><li>❑ Federal</li></ul>
					<ul><li>❑ Local</li><li>❑ State</li><li>❑ Federal</li></ul>
					<ul><li>❑ Local</li><li>❑ State</li><li>❑ Federal</li></ul>
					<ul><li>❑ Local</li><li>❑ State</li><li>❑ Federal</li></ul>
					<ul><li>❑ Local</li><li>❑ State</li><li>❑ Federal</li></ul>
					<ul><li>❑ Local</li><li>❑ State</li><li>❑ Federal</li></ul>
					<ul><li>❑ Local</li><li>❑ State</li><li>❑ Federal</li></ul>
					<ul><li>❑ Local</li><li>❑ State</li><li>❑ Federal</li></ul>



#### H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties		
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Field Worker: Transplanting Vegetable Crops to perform the following duties:					
Transplanting: Artichokes, Broccoli, Brussel Sprouts, Cauliflower, Cabbage, Celery, Chile, Peppers, Endive, Fennel, Lettuce (Romaine, Head lettuce), Kale					
		e stationed (sitting) on a transplanting machine which is attached to the back of a tractor; employee must remove Employees must be able to sort plants by size and quality to be sure poor quality plants are not transplanted.	plants from a seedling tray and place them in cups which are moving (rotating) in front of their station. Stations are close together and employees sit on a		
	ids and are 9 inche	s wide by 26 inches long. Employee must be able to carry one tray in each hand to be placed on the tractor. Alt	ys as the tractor is moving through the field. Employee may be required to climb up and stand on the trailer approximately 28 inches high to unload the trays ematively, there may be a line formed between the trailer and the tractor where employees throw the trays from one to another to fill the tractor racks.		
As the plants are used from the trays the empty	y trays must then b	e stacked together to be loaded back into the trailer. Empty trays weigh 3-5 pounds and are carried 5-10 at a tim	e.		
basket attached with a belt, he/she uses a sma	Il shovel to set new		verfy set any plant that is not properly planted by the machine. Employee must fill in any plants that are missing in the row. Employee carries extra plants in a se surface uneven, additionally there may be clods or debris in the field making the ground uneven. Bending and stooping while walking is necessary to a at the end of each row.		
b. Job Offer Information 2	1	1			
1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay		
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> )* The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any) - the employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker?s earnings for any pay period below the applicable statutory federal or state minimum wage.					

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#### H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements			
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Specific requirements include 1 month experience working with the job duties as specified herein. Specific requirements include lifting up to 50 pounds frequently and able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively. No smoking, alcohol, firearms in the field or residential housing. Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described.						
d. Job Offer Information 4						
1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions			
3. Details of Material Term Applicants should thoroughly familiarize themselves with United States, and who will be available at the time and	the job specifications	and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers	s meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the			
Applicants who contact the employer by telephone or in	person will complete a	n applicant screening process. The employment contract is made available to the applicant in person, by fax, or email once the screeni	ng process is completed and an offer of employment has been made.			
Walk-in applicants should bring with them documentatio	n of identity and emplo	yment eligibility, so that if an offer of employment is made the required pre-employment paperwork can be completed. Walk-in application	ons will be accepted at:			
60 West Market St, Ste 150, Salinas, CA 93901 Phone: 831-676-3833						
Elkhorn Packing Referral Contact is Selina Arreola, phone number (831) 676-3833, email selina@elkhornpacking.com. All referrals from State Workforce Agencies must be sent to the employer in writing by email and must include referral contact name, phone number, and email address if an email address if an email address is available. Contact hours are Monday through Friday, 9 a.m. to 12 (noon) p.m. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.						
Applicants and referrals, not applying in person, will be sent an employment application and the employment disclosures required by law. Applicants and referrals will not be considered to have applied until a property completed and signed application is provided to the Company indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) as required by law. The Company will interview non-local applicants by telephone and make hiring commitments to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers.						
completed at the time of hire must have a valid identity of	Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker rat the time the worker reports for work and will be examined by the Company as a condition for completing the hining process. Walk-in applicants whose pre-employment paperwork was completed at the time of hine must have a valid identity document when they report to work. No worker will be considered to have completed the hining process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment estaff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.					
			Page C.2 of C.1			

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to

Validity Period:



#### H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *       F.1       2. Name of Section or Category of Material Term or Condition *       Daily Transmission	ransportation				
3. Details of Material Term or Condition (up to 3,500 characters) *					
Transportation: Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company will also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site. The use of this transportation is voluntary.					
f. Job Offer Information 6					
1. Section/Item Number * A.8a 2. Name of Section or Category of Material Term or Condition * Job Dut	ties - Additional Job Duties				
3. Details of Material Term or Condition (up to 3,500 characters) * Employee must assist in setting up, operating and taking down transplanter and tractor. Walkways may need to be installed and weigh greater than 50 pounds and must be precision placed in/on pegs to secure the walkway.					
Employee will occasionally stand, bend (neck), squat, climb, kneel, twist (neck), twist (waist), lift 15-50 pounds, and carry 15-50 pounds. Employee will frequently sit, walk, bend (waist), lift 0-15 pounds, and carry 0-15 pounds, power grass Transplanting tractor operator will safely drive a tractor with an attached transplanting base up and down the Furrows and around the field at a slow pace allowing the crew on the base to feed the carouset cups the vegetable transplants. Inspection of Tractor and Base at the start of shift; report any observed mechanical problems on tractor or Base to the Supervisor, and document on inspection form. when workday is complete park tractor and base at a safe location for tractor and the field at a slow pace allowing the crew on the base to feed the carouset cups the vegetable transplants.	s. Operator will assist the crew to load trays of plants from a plant trailer to each side of tractor into the plant racks located on the tractor. Operator conduct Pre-				
Transplanting Crew leader will arrive to the work site with the crew, keep accurate records of employee's hours of work. Ranch and Plot, commodity plantings, Complete the planting of the field in a timely manner, report all issues or concerns to the supervisor. Provide the necessary materials to personnel in the transplanting machine and base. Conducts Pre-Inspection of tractor and base machine at the start of shift; reports any observed mechanical problems on machine to the Supervisor, and documents on inspection form Machine will be transferred to assigned location for the start of the shift; prepare necessary amount of material needed for the day (i.e. trays of vegetable plants). When working or moving machine always be observant of safety hazards, obstacles and surroundings.					
Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties. Such work will be temporary and unsubstantial agricultural labor.					
Cal Van Driver Specifications:	Cal Van Driver Specifications:				
1. Employee may drive Cal Van over the road. 2. Employee picks up workers from different housing sites/pick up points and takes them to an assigned work site and at the end of the day takes them back to the housing site/pick up point.					
3. In order to drive a Cal Van, Employees must possess valid driver's license (state issued) and must be able to pass Class B Physical exam and register as an FLCE driver. The employer will be responsible for the cost of the California Driver's License, Class B Physical Exam, and registration as an FLCE driver (if any).					
All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license (DL) and register as an FLCE driver on a voluntary basis. The DL and FLCE Certificate are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a DL or FLCE Certificate at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a DL or FLCE Certificate.					

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Case Status: \_\_\_\_\_



#### H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties Part II		
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> )* CalVan drivers may be H-2A or corresponding domestic workers. The employer assures that employees who drive the CalVans are compensated for their time driving. CalVan drivers perform MSPA and related paperwork (i.e., logging) as required by law which they are compensated for. The CalVan driving job duty is not a different job and the drivers perform transplanting job duties when not driving. Drivers pick up workers from the housing sites/pick up points and drop them off at the worksite. At the end of the workday, the CalVan driver takes the workers back to the housing sites/pick up points. Drivers are also responsible, during the workday, for filling the vehicle with gasoline and keeping it clean. The employer assures that drivers are paid the AEWR for actual driving time, processing CalVans paperwork, trips to the gas station, and cleaning the vehicle.					
h. Job Offer Information 8					
1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Payday Information		
3. Details of Material Term Payday: Workers v	or Conditio vill be p	aid on a weekly basis by check. Payday is T	hursday of the week following the end of the payroll period.		

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#### H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

employment to reach the production standards of the activity.  PRODUCTION STANDARDS: Workers must be able to perform the job and its requirements as defined in this clearance order after a reasonable period of on-the-job training. The production standard and no-the job training. We consider 5 days from a worker's initial date of employment as a reasonable period of on-the-job training. The production standard no-the job training. We consider 5 days from a worker's initial date of employment as a reasonable period of on-the-job training. The production standard no-the gas period of ten minutes. Employee must be able to pull plants out of the tray and feed into the cups more than 120 plants per minute without missing more than one cup. Employee must be able to plant, straighten or fix up to 20 plants per minute while walking. If workers fail to keep up with the average minimum standard as defined herein, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.  J-Job Offer Information 10  Sub addition of Condition ( <i>up to 3,500 characters</i> )*  Sub addition of Condition ( <i>up to 3,500 characters</i> )*  Sub addition of the submet of	1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training and production standards			
en-the job training. We consider 5 days from a worker's initial date of employment as a reasonable period of on-the-job training. The production standard nolucles: employee must be able to pull plants out of the tray and feed into the cups more than 120 plants per minute without missing more than one cup. Employee must be able to beint and from the trailer to the tray and feed into the cups more than 120 plants per minute without missing more than one cup. The production standard as the cup to 20 trays per minute shale to be hold and stoop while walking over uneven ground at a speed of up to 2 mile per hour to 70 trays per minute while walking. If workers fail to keep up with the ease areage minimum standard as defined herein, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.  1. Job Offer Information 10 1. Sector/Item Number* A.8a 2. Name of Section or Category of Material Term or Condition* Do Duties - COVID-19 PRECAUTIONS: 3. Details of Material Term or Condition (up to 3,500 characters)* 2. Section and and a store than the integrit was and and the section and training the integrit was and the section an	3. Details of Material Term or Condition (up to 3,500 characters) * TRAINING: Training will be provided for 5 days from each worker's initial date of employment. Workers will be allowed 5 days from the initial date of employment to reach the production standards of the activity.						
Constrained by the present of t	PRODUCTION STANDARDS: Workers must be able to perform the job and its requirements as defined in this clearance order after a reasonable period of on-the job training. We consider 5 days from a worker's initial date of employment as a reasonable period of on-the-job training. The production standard includes: employee must be able to pull plants out of the tray and feed into the cups more than 120 plants per minute without missing more than one cup. Employee must be able to lift and carry one tray in each hand from the trailer to the tractor. Employee must be able to throw and catch up to 20 trays per minute for a period of ten minutes. Employee must be able to plant, straighten or fix up to 20 plants per minute while walking. If workers fail to keep up with the average minimum standard as defined herein, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.						
3. Details of Material Term or Condition (up to 3,500 characters)*  Work-19 PRECAUTIONE:  I detail, state and local GOVID 19 requirements and guidelines will be inplemented and strictly followed, including but not limited to the CCC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including  work and in charage for any alternative of measures for the constraint the company's expresse. In the United States, employees will be given an opportunity frust the company's approved providers for vaccinations free of charge.  Work of the constraint is positive to a straint for theorem and in constraint the subject to disciplinary action up to and including  work of the constraint is positive to an employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.  Work of the constraint is positive to an employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.  Work of the constraint appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.  Work of the constraint appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.  Work of the constraint of the	j. Job Offer Information 10						
Normal controls in the set of and local COVID 19 requirements and guidelines. Will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination. Including termination of any employee violating these measures will be subject to disciplinary action up to and including termination. Including termination of any autemative COVID 19 housing and meals will be trought to the setT-quarantined employee three times per day, seven days per week. SovOID-19 testing and Vaccinations. The employee's mendating testing and vaccinations prior to crossing the U.S. borter at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of change. SovOID-19 testing: Employee a based on to disciplications. The employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency. SovOID-19 testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols: b) COVID-19 testing: Employer abides and cost to the employees within the exposed group, during employees i patient (0, 0), the expense at the involtation of divelop COVID-19 symptoms after reterum 14-day period(s) under subsection (a). b) For COVID-19 symptoms after reterum 14-day period(s) under subsection (a). b) For COVID-19 symptoms after returning to work pursuant to subsection (a). b) For COVID-19 symptoms after returning to work pursuant to subsection (a). b) For COVID-19 symptoms after returning to work pursuant to subsection (a). c) For COVID-19 symptoms after returning to work pursuant to subsection (a). c) For COVID-19 symptoms after returning to work pursuant to subsection (a). c)	1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COVID-19 PRECAUTIONS:			
Hideans, taste and COVID 19 requirements and guidelines. Any employee violeting these measures will be subject to disciplinary action up to and including termination. Hideans, taste and COVID 19 requirements and guidelines. Any employee violeting these measures will be subject to disciplinary action up to and including termination. Hideans, taste and COVID 19 requirements and guidelines. Any employee violeting these measures will be subject to disciplinary action up to and including termination. Hideans, taste and to colar equirements and guidelines. Any employee violeting these measures will be subject to disciplinary action up to and including termination. Hideans, taste and to colar equirements and guidelines. Any employee violeting these measures will be subject to disciplinary action up to and including termination. Hideans, taste and to colar equirements and guidelines. Any employee violeting these measures will be subject to disciplinary action up to and including termination. Hideans, taste and violeting and vaccinations free of charge. Hideans action appointments will be contenptoyee parsonal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency. 20/UD-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols: 20/UD-19 Testing: Employer abides by California ETS effective January 14, 2022, including the relowing testing protocols: 20/UD-19 Testing: Employer abides by California ETS effective January 14, day period(s) under subsection (a). 3) For COVID-19 testing and land covido COVID-19 testing analiabe at no cost to test employees with the exposed group, during employees in the exposed group, during employees in the exposed of 09 days after the initial onset of COVID-19 symptoms or, for COVID-19 symptoms, for for COVID-19 symptoms, 90 days after the first positive test. 2) COVID-19 testing shall consist of the foliowing: 2) Minediately upon being covered by thi	3. Details of Material Term	or Conditio	n ( <i>up to 3,500 characters</i> ) *				
here will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week. COVID-19 Testing and Vaccinations: The employer is mandating testing and vaccinations prior to crossing the U.S. border at the company's expresse. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge. Please note: Time spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency. COVID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols: b) COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except: A) Employees shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except: B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsection (a). B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsection (b), no testing is required for 90 days after the initial onset of COVID-19 cases who never developed symptoms, 90 days after the first positive test. 2) COVID-19 testing shall consist of the following: A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 testing shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.	COVID-19 PRECAUTIONS: All federal, state and local COVID 19 requirements and termination.	guidelines will be imple	mented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies	are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including			
20VIDI-19 Testing and Vaccinations: The employer is mandating testing and vaccinations prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge. Please note: Time spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency. 20VID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols: b) COVID-19 testing. 1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except: A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsection 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who did not develop COVID-19 symptoms, 90 days after the first positive test. 2) COVID-19 testing shall consist of the following: A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 testing shall no timpact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.	Housing: Isolation/self-quarantine housing will be availa	ble on or off-site. Altern	ative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off site isolation/quarantical services at the time of need if on/off services at the time of need services	ntine housing is filled to capacity.			
Asses note: These spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency. 20VID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols: b) COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except: A) Employees that make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except: A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a). B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test. 2) COVID-19 testing shall consist of the following: A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.		•		nuthe company's approved providers for vaccinations free of charge			
b) COVID-19 testing. 1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except: A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a). B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test. 2) COVID-19 testing shall consist of the following: A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.							
A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a). B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test. 2) COVID-19 testing shall consist of the following: A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.	COVID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols:						
A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a). B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsection s305(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test. 2) COVID-19 testing shall consist of the following: A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.	(b) COVID-19 testing.						
B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test. 2) COVID-19 testing shall consist of the following: A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.							
2) COVID-19 testing shall consist of the following: A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.	(B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test.						
	(2) COVID-19 testing shall consist of the following:						
B) After the first two COVID-19 tests required by subsection (b)(2)(A), employers shall make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).	(A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.						
	(B) After the first two COVID-19 tests required by subsection (b)(2)(A), employers shall make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).						

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#### H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Arrival/Departure Records	
ARRIVAL/DEPAR	TURE R	n (up to 3,500 characters) * ECORDS: Employees permit the employer a (Form I-94) issued by the Customs and Bord	nd/or employer's agents to access electronically-issued ler Protections.	
I. Job Offer Information 12				
1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terminations	
3. Details of Material Term or Condition (up to 3,500 characters)* TERMINATIONS: The employer may terminate the worker if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (d) violation of company policies.				
All employees must respect and follow company policies as stated in the company handbook including any new or changed policies which may be communicated during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality- the packs produced by the crews must adhere to the quality standards of the shipper for which they are transplanting.				

to

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#### H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Itinerary		
3. Details of Material Term Itinerary:	or Conditio	on (up to 3,500 characters) *			
Field Worker: transplanting crops and calvan driving and crew leaders is simultaneously conducted at all field sites by all crews throughout the contract period: May 23, 2022 to October 21, 2022.					
n. Job Offer Information 14	n. Job Offer Information 14				
1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers Compensation		
A workers' comper of the state of Calif	nsation a fornia. I		d by Elkhorn Packing covering the Workers Compensation Law Insurance Company. The policy number is: M1287202. The timely renewed annually.		

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#### H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Offered Wage information		
hours worked. Employer will pay the (unless the wage methodology characteristic)	3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Offered Wage: Workers will be guaranteed not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will pay the hourly rate for work performed in California (\$17.51 per hour) and will not pay a piece rate. Higher or different wage rates may apply during contract period based on market conditions but no less than \$17.51/hr (unless the wage methodology changes by government or legal action). Employer assures that the required wage rate will be paid at the time that the work is performed. If the OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage.				
	If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.				
			arnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly		
	Overtime: The Employer abides by California Wage Order 14. The overtime rate will be paid at 1.5 times the AEWR (\$17.51) at \$26.27 and \$35.02 for double time: i.e. double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of consecutive work in the workweek.				
p. Job Offer Information 16					
1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Hours of Work		
3. Details of Material Term	or Conditio	n (up to 3,500 characters) *			
The normal work week is 7 hours per day, Monday through Friday (35 hours per week). Workers may be requested to work on Saturdays, Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. The Employer abides by California Wage Order 14. The employer will abide by the seventh (7) day of rest rules. Employer will abide by the double time rules of Wage Order 14. (i.e. Agricultural employees are generally entitled to time and one-half pay for the first eight hours worked on the seventh consecutive day of work in any given workweek, and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work in any given workweek.)					
The work day start times may vary from 5:00 a.m. to 7:00 a.m. and the work day end time is 12:30 p.m. to 3:00 p.m. (depending on the start time). Workers are notified of any change in the start time. An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided. On work days of less than 5 hours no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer.					
The work described in this Clearance Order is regular, full time work requiring all workers to be available for work on a daily basis. This is not *day work*. Tardiness and/or unexcused absences will not be tolerated, and will result in disciplinary action as set forth in the employer's employment policies.					
All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available, to notify the worker of any change in the worker's daily work schedule, or for any other reason.					
Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.					

FOR DEPARTMENT OF LABOR USE ONLY



#### H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Full Job Title		
3. Details of Material Term Field Worker: Tran	3. Details of Material Term or Condition (up to 3,500 characters) * Field Worker: Transplanting Crops and CalVan Drivers & Crew Leaders				
		5 - 1			
r. Job Offer Information 18	•				
1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound/Outbound Transport		
3. Details of Material Term or Condition (up to 3,500 characters) *					
For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment, which for the H-2A workers is Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.					
Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)					
Inbound: The Employer will provide bus transportation or rent a car for the workers to travel from the place of recruitment to the border, at no charge to the workers. Then the Employer will provide a bus for the workers to travel from the border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.					
Employer will reimburse the workers for	Outbound: The Employer will provide a bus for the workers to travel from the place of employment to the border. The Employer will also provide transportation for the workers to travel from the place of employment back to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.				
L			Page C.9 of C.1:		
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#### H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Required departure		
<sup>3.</sup> Details of Material Term or Condition (up to 3,500 characters) * REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.					
t. Job Offer Information 20	t. Job Offer Information 20				
1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation		
<sup>3.</sup> Details of Material Term or Condition ( <i>up to 3,500 characters</i> )* No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include buses driven by domestic employees, or vans and carpooling using CalVans, and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers are free to provide their own transportation to and from the daily work site. Workers who commute daily have the option to drive their own vehicles to the work site or come to pre-designated pickup points to ride free bus transportation to and from the work site. Workers living in Company provided housing will be provided free transportation to and from their housing locations and the work site or pre- designated pick-up location. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.					

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#### H-2A Agricultural Clearance Order Form ETA-790A Addendum C U.S. Department of Labor

#### H. Additional Material Terms and Conditions of the Job Offer

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1. Section/Item Number * E.1 2	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part I	
3. Details of Material Term or Condition ( The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and	(up to 3,500 characters) * opiliow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distance	s who are unable to return to their place of residence on a daily basis.	
Employer-provided housing will be clean and in compliance with applicable housing Complex Rules", a copy of which will be provided upon assignment to housing. Spe	g standards when made available for occupancy, and will be maintained in compliance with applicable standards during the period of secifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., be	f occupancy. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's 'Housing eds may not be moved closer together; mattresses may not be moved onto the floor).	
Elkhorn Packing may conduct weekly inspections of the housing to ensure that room	oms are kept clean and safe.		
Family housing:			
As provided by regulation, housing is to be provided to families who request it and or	only if it is the prevailing practice in the area of intended employment. It is not the practice in Monterey County to provide family hous	sing.	
Workers may be reached at the following address and phone number			
ADDRESS: 60 West Market Street, Suite 150, Salinas, CA 93901 PHONE: Contact Crispin Bermudez at 831-287-7183			
Mail intended for workers should be addressed to the worker at the housing address	ss above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling Crispin Bermudez a	at the above number.	
Workers eligible for employer-provided housing may elect to provide their own housi A worker who elects to provide his or her own housing and subsequently withdraws :	sing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide s such election may not again elect to provide his or her own housing during the same employment season.	their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order.	
v. Job Offer Information 22			
1. Section/Item Number * E.1 2	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part II	
3. Details of Material Term or Condition (up to 3,500 characters) * The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the worksite and/or transportation to and from the worksite and/or transportation to and from their housing facilities, from their housing location. Workers who elect to provide their own housing will not be offered or provide their own transportation from their elected housing to pre- designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the pre-designated pick-up points (i.e., workers who elect to provide their own transportation to and from the pre-designated pick-up points (i.e., workers will not be offered or provide their own transportation to and from the pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the pre-designated pick-up points (i.e., workers who choose to and from the pre-designated pick-up points in other to tride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.			
Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.			
No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.			
	Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage or loss is caused by dishonest or willful act or by the gross negligence of the employee.		



#### H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

	r				
1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements Part 2		
3. Details of Material Term The work may entail exposure to plant p other chemicals. Workers are also requ	3. Details of Material Term or Condition (up to 3,500 characters) * The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.				
		at the sole discretion of, the Company as the needs of the transplanting operation dictate. Worke kers may be re-assigned to a different workstation at various times during the workday and/or on	ers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without different days.		
			ny and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.		
Workers need to follow all local, state, a follow in raising concerns to seek their p	All safety rules and instructions must be meticulously observed throughout the workday. All Elkhorn Packing rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. Workers need to follow all local, state, and federal rules and guidance regarding COVID-19 compliance. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work, which includes a Dispute Resolution Agreement outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters. The Dispute Resolution Agreement is Voluntary/Non-Mandatory. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.				
	No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the worksite, or left in vehicles at or adjacent to the work site, or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.				
x. Job Offer Information 24					
1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements Part III		
<sup>3.</sup> Details of Material Term or Condition ( <i>up to 3,500 characters</i> )* Employees must not report for work, enter the worksite, or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers).					
Drug screening is post offer, post hire, can be random, and is at no cost to the employees.					

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#### H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - California Tax ID Number		
3. Details of Material Term California Tax ID N	3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * California Tax ID Number 51511293				

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1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Tern	or Conditio	n (up to 3,500 characters) *	

Case Status: \_\_\_\_\_Full Certification

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