OMB Approval: 1205-0466
Expiration Date: 8/31/2022

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

A. Job Offer Information

1. Job Title * Field Worker

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	600	282	3. Begin Date * 6/6/2022	4. End Date * 11/15/2022

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? *
If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.
☐ Yes ☑ No

6. Anticipated days and hours of work per week *

36	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday

7. Hourly work schedule *
a. 6 : 30 ☑ AM ☐ PM
b. 12 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 17 . 51	☑ HOUR ☐ MONTH	$ ____ . ___	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *
☐ Yes ☑ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

H-2A Case Number: H-300-22096-040828 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	1	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☐ h. Extensive pushing or pulling
- ☐ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

See Addendum C

C. Place of Employment Information

1. Address/Location *
Ranch #2 Conventional 150 Acres: 2100 Division St

2. City *	3. State *	4. Postal Code *	5. County *
Nipomo	California	93444	San Luis Obispo

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Harvest Only: Ranch #2 Conventional 150 Acres: 2100 Division St
Harvesting work will be performed in fields in and around Santa Barbara and San Luis Obispo Counties, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the harvesting will be completed at the following locations owned and operated by Buenaventura Ranch, LLC (Grower).

7. Is a completed **Addendum 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? * ☑ Yes ☐ No

D. Housing Information

1. Housing Address/Location *
308 Sheila Lane Apt 1-4

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 *
Apartments	4	38

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
Buenaventura Ranch will rent apartments to provide accommodations for 38 workers during the contract period. 4 units will be rented. Each unit accommodates up to 9 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ No

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

Employer will furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. 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. Laundry facilities are available at no cost to the worker. Employer will provide employee's access to purchase groceries weekly. The nearest grocery store is 1 mile away from all housing locations.

2. If meals are provided, the employer: *	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . _____	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

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 may, at its discretion, 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. See Addendum C.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance. See Addendum C.

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

H-2A Case Number: H-300-22096-040828 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

G. Referral and Hiring Instructions

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 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 *	3. Email Address to Apply *
+1 (831) 331-8894	recruitment@goodfarms.com

4. Website address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

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 employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **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.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: 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. **HOUSING FOR WORKERS**: 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's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to 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. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: 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. **MEALS**: 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'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).

8. **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 time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity 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. **HOURS AND EARNINGS STATEMENTS**: 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(l).

    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. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: 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 incurred by the worker to that employer's place of employment. The amounts the employer will pay for 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. **DEDUCTIONS FROM WORKER'S PAY**: 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. **DISCLOSURE OF WORK CONTRACT**: 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 §
Ramirez	Marylu	
4. Title *		
HR Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		4/22/2022

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 §
Buenaventura Ranch, LLC	Ranch #2 Conventional 150 Acres: 2100 Division St Nipomo, California 93444 SAN LUIS OBISPO	Conventional Harvest Only	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Ranch #20 Conventional 148 Acres: 2175 Thornberry Rd Nipomo, California 93444 SAN LUIS OBISPO	Conventional Harvest Only and Office Location	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Ranch #20 Portola (North) Conventional- 130 Acres: 2174 Thornberry Rd Nipomo, California 93444	Conventional and Organic Land Prep Only	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Ranch #19 Conventional-200 acres: 2250 Oso Flaco Lake Nipomo, California 93444 SAN LUIS OBISPO	Conventional and Organic Land Prep Only	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Ranch #17 Conventional-100 Acres: 1150 Oso Flaco Lake Rd Nipomo, California 93444 SAN LUIS OBISPO	Conventional and Organic Land Prep Only	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Campbell Ranch #11 Organic-56 Acres: 5734 Campbell Rd. Lompoc, California 93456 SANTA BARBARA	Organic Land Prep Only	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Campbell Ranch #13 Organic 16 Acres: 6060 Hwy 246 Lompoc, California 93436 SANTA BARBARA	Organic Harvest Only	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Ontiveros Ranch #21 Organic 46 acres: 4823 Hwy 246 Lompoc, California 93436 SANTA BARBARA	Organic Harvest Only	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Campbell Ranch #11 Raspberries 16 Acres: 5734 Campbell Rd Lompoc, California 93436 SANTA BARBARA	Organic Harvest Only	6/6/2022	11/15/2022	282
Buenaventura Ranch, LLC	Boone Ranch #18 Organic- 20 Acres: 5408 Hwy 246 Lompoc, California 93436 SANTA BARBARA	Organic Land Prep Only	6/6/2022	11/15/2022	282

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 *
Apartments	308 Sheila Lane Apt 1-4 Santa Maria, California 93454 SANTA BARBARA	Buenaventura Ranch will rent apartments to provide accommodations for 38 workers during the contract period. 4 units will be rented. Each unit accommodates up to 9 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.	4	38	☑ Local ☑ State ☑ Federal
Apartments	218 Sheila Lane, Apt No. 2-4 Santa Maria, California 93454 SANTA BARBARA	Buenaventura Ranch will rent apartments to provide accommodations for 27 workers during the contract period. 3 units will be rented. Each unit accommodates up to 9 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers.. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.	3	27	☑ Local ☑ State ☑ Federal
Apartments	224 E Newlove Dr, Apt 2 &3 Santa Maria, California 93454 SANTA BARBARA	Buenaventura Ranch will rent apartments to provide accommodations for 19 workers during the contract period. 2 units will be rented. Each unit accommodates up to 10 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals	2	19	☑ Local ☑ State ☑ Federal
Apartments	432 S Lincoln, Apt A & B Santa Maria, California 93454 SANTA BARBARA	Buenaventura Ranch will rent apartments to provide accommodations for 31 workers during the contract period. 2 units will be rented. Each unit accommodates up to 16 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.	2	31	☑ Local ☑ State ☑ Federal
House	135 West Orange Santa Maria, California 93454 SANTA BARBARA	Buenaventura Ranch will provide accommodations for 12 workers during the contract period. 1 unit will be rented. Each unit accommodates up to 12 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.	1	12	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22096-040828 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

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 (*up to 3,500 characters*) *

All packing duties will be performed in the field and on the farm

Field Worker (Strawberry Harvest-Organic and Conventional) to perform the following duties:

Machine Harvest ONLY: Organic and Conventional Strawberry Production

Workers will perform duties associated with and directly related to strawberry harvest work with Mercado Aid Machines, including but not limited to picking and packing in the field for fresh market and freezing/juicing; Distinguishing quality and ripeness is required during picking, and placing in tray / packing clamshells ranging from 1 lb (eight 1 lb clamshells per box) to 4 lbs (two 4 lb clamshells per box) in the field. Pickers will work using a berry harvesting machine (Mercado) to aid harvest. The Machine is self-remote driven, composed of 7-9 pickers controlling the speed of the machine with guidance from the Foreman.

Workers will harvest berries by placing them in different clamshell containers placed in carton boxes as they walk on uneven furrows using a harvesting berry cart where individual material is placed. Pickers will be placing a sticker bar code on each box harvested to identify their individual boxes. Once the worker has a full box, they walk to the machine and place it on top of the platform, then reach above where packaging materials are located for the cycle to repeat. Once the machine reaches the end of the block or road, each picker is responsible to work as a team to palletize all boxes harvested before it gets scanned to the computer system. Pickers will be empowered to regulate their own quality, by not waiting in line to be inspected by the puncher. Machine will be moving at all times at a sufficient speed controlled by both foreman and pickers while pickers perform the above tasks. Strawberry ground crews will not use the Mercado Machine System.

General Requirements: Employee must be able to work in a self-regulated team environment. Worker must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties expected and to perform all jobs in an efficient manner while maintaining the work pace of the machine. Specifically, workers must be able to harvest a minimum 4 boxes/hour.

Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be evaluated by the supervisor(s) after a specified period of actual harvesting in regard to the ability to maintain sufficient pace, correctly identifying quality, packing strawberries, and similar factors. Workers whose job performance is sloppy, inconsistent, or inefficient will be subject for termination.

Plant Maintenance - Organic and Conventional Strawberry Production (Date Specific 06/05/2022 thru 10/01/2022)

Workers will perform cutting of runners or lateral roots on plant bed, using prune shears or knife to cut lateral plant shoots, and young tissue. All requirements/quota are subject to change according to weather and plant growth.

Workers will perform cleaning of old and new vegetative growth on plant bed (de-leafing and deep cleaning). The employee will use their hands to pull vegetative leaves from the plant on top of the bed. All requirements/quota are subject to change according to weather and plant growth.

b. Job Offer Information 2

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 (*up to 3,500 characters*) *

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; 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). See Addendum C.

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 (*up to 3,500 characters*) *

1 month of berry harvest experience. 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.

See Addendum C.

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 or Condition (*up to 3,500 characters*) *

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers 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 United States, and who are available at the time and place needed should be referred to the employer.

Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) 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, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

Walk-in applications will be accepted at:

2175 Thornberry Road, Nipomo, CA. 93444
Phone number: (805) 437-9737

Buenaventura Ranch Referral Contact: Marylu Ramirez, (831) 331-8894, email address: _ recruitment@goodfarms.com. Contact hours are Monday through Friday between 9:00 a.m. and 11:00 a.m. and 2:00 p.m. and 4:00 p.m. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.

Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties Part 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Harvest Machine Operator - Field

Harvest Machine Operator supports the foreman in all duties related to harvest, packaging materials and personnel, including that all equipment is maintained clean and safe. More specifically, the employees will perform the following duties:

• Inspect packed boxes to guaranteed quality standards are being followed and met by each picker, with the number of clamshells to be inspected decided by Harvest Supervisor
• Communicate with Crew Leader regularly what pickers need improvement on to meet quality standards
• Help Manage the Machine remote control
• Weigh baskets to meet minimum weight requirements
• Make sure all boxes have the picker number and are readable
• Work as a team with Crew Leader and pickers in the crew
• Make sure Picker gets credit/records pickers harvest boxes using a scanning system
• Communicate with the Picker to step out of the line when box is rejected due to quality
• Treat employees with respect at all times
• Clean and sanitize inspection table as specified by Supervisor/Food Safety Director
• Report to Crew Leader any issues associated with harvest, crew behavior and performance
• Support in stacking pallets accordingly
• Make sure materials are properly staged before harvest begins and put away at the end of the day
• Check for stickers that the Julian Date is printed correctly and accordingly placed on the box
• Maintain a safe and clean work environment
• Work as a team with others to make sure to provide a safe, clean and fun work environment
• Work independently as well predicting/thinking ahead of what needs to be done
• At times move tractor and trailer forward according to harvest
• Report to the Crew Leader any issues related to productivity and crew safety
• Clean and organize trailer at the end of the day and pick up all excess trash
• Clean and maintain bathrooms and ensure that they have all toiletries necessary for harvest during and before each workday
• Check drinking water containers are clean and plenty of water available
• Use scan gun to scan or record bar codes on finished boxes

Crew Leaders for Strawberry Harvest-Organic and Conventional and General Labor to perform the following duties:

Responsible for all aspects of harvesting, Food Safety and Employee supervision in Mercado Aid Harvest Machines, Plant Maintenance Crews and occasional support in Groundwork Crew Supervision.

At times it will be necessary for Crew Leader to physically harvest on Mercado harvest aid machines and work on plant maintenance crew. The Crew Leader will supervise the following activities:

• Be able to use a handheld box scanner reader
• Be able to maneuver Mercado machines from one location to another
• Responsible for creating a safe work environment for the safety of all Employees
• Crew leader will discipline employees when performance is inadequate

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties Part 2

3. Details of Material Term or Condition (*up to 3,500 characters*) *

• Assure plant maintenance and fruit quality on strawberry bed during harvest
• Conduct weekly tailgate meetings
• Communicate effectively with truck drivers/forklift drivers and supervisors
• Crew leaders will drive and only drivers who possesses valid driver's licenses pursuant to
California law will participate in driving. Drivers will be engaged in daily inspections of transportation security, driving the workers to work site location on workdays, returning the workers to the housing facilities when the work day is finished, driving workers to the laundromat.

Land Preparation

Work duties

• Following the instructions of the immediate supervisor, occasionally assist in the drainage process in the furrows, be it shoveling stagnant water or filling with sand to remove the puddles.
Installing fencing posts to fence in the new boundary line for the ranch.
• Following the instructions of the immediate supervisor, occasionally assist in the process of preparation of soil, for example by placing pipes, opening paths with the shovel, installing irrigation system and other related tasks. At the end of the season, assist in removing plastic, drip tape and hoses.
• Occasionally support in the area of the strawberries, installing tunnels, lowering or climbing plastic, putting or removing metal hoops.

Physical and essential requirements
• Ability to lift/move/load up to 40 to 50 lbs.
• Ability to bend, stoop, stand and walk for extended periods of time.
• Be able to work in the open field and be able to work under any climate.

Raspberry Harvest
Position Summary You will primarily be responsible for harvesting raspberries from raspberry plants, packing them for transportation.
Key Tasks and Responsibilities:
• Use the box or burrito to pick raspberries based on specifications (size, color, shape, etc.).
• Put the raspberries in the plastic baskets and / or boxes according to the required packaging (Standard / Consumer, pound, or export).
• harvest juice and / or cannery according to the requirements of the company and placing the fruit in the indicated jar or container.
• Load the complete box and present it to Quality Control to receive "credit" for the box. Repack the box, if requested, by Quality Control or the foreperson.
• Maintain quality standards at an acceptable level.
• Assist in keeping the Quality Control area clean and free of packaging materials.
• Perform other duties as directed by your foreperson at the Ranch.
• When the crew is complete and the season is at its peak, the foreperson will assign the row to pick.

Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties such as cleaning up field before during and after harvest, picking up trash, discarding cartons and assisting as safety monitor when equipment is turning in the field to begin a new pass.

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 - Anticipated Hours of Work

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The normal work week is 6 hours per day (36 hours per week), Monday through Saturday. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. The Employer abides by California Wage Order 14. 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.)

This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not “day work”. Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action in accordance to company policies.

The normal work hours are 6:30 a.m. to 1:00 p.m. but may start earlier or later depending on the time of year, hours of daylight, weather, and production requirements. On occasion, it will be necessary to work night shifts starting at 4:30 am and ending at 2:00 p.m. (Night Work Timeframe:
Night work is activity taking place between 1 hour before dusk through 1 hour after dawn.) An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time.

All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker’s daily schedule, or for any other reason.

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Additional Inbound/Outbound Transportation Part 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Buenaventura Inbound/Outbound Transportation Procedures:

Buenaventura will use Labormex for all inbound/outbound transportation procedures.

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 employer, which is the place of recruitment, which for the H-2A workers is San Quintin, Baja 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 reduce 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.

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.

Arrival/Departure Records

Employees permit the employer and/or employer’s agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

. The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will be in accordance with applicable laws and regulations. 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. The predesignated pick-up points are located at the following locations:

• 308 Sheila Lane Apt 1-4 Santa Maria, CA 93454
• 218 Sheila Lane, Apt No. 2-4 Santa Maria, CA 93454
• 224 E Newlove Dr, Apt 2 &3 Santa Maria, CA 93454
• 135 West Orange Santa Maria, CA 93454
• 24 – 432 S Lincoln Apt A & B Santa Maria, CA 93454

Workers living in Company provided housing will be provided free transportation to and from the company-provided housing and the work site. Workers living in company provided housing also have the option to drive their own vehicles to the worksite. The Employer may utilize the services of a carpool/van service using buses, 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.

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Location and Description of Housing Part 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer will offer housing, bedding (mattresses, blankets, sheets, pillows, and pillowcases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. The employer provides free dormitory-style housing which meets local, state, and federal standards. A copy of the housing contract is provided.

The Employer will provide housing for the workers at the following locations:

308 Sheila Lane Apt 1-4 Santa Maria, CA 93454 – 38 Workers (4 Units)

Buenaventura Ranch will rent apartments to provide accommodations for 38 workers during the contract period. 4 units will be rented. Each unit accommodates up to 9 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.

218 Sheila Lane, Apt No. 2-4 Santa Maria, CA 93454 – 27 Workers (3 Units)

Buenaventura Ranch will rent apartments to provide accommodations for 27 workers during the contract period. 3 units will be rented. Each unit accommodates up to 9 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers.. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.

224 E Newlove Dr, Apt 2 &3 Santa Maria, CA 93454 – 19 Workers (2 Units)

Buenaventura Ranch will rent apartments to provide accommodations for 19 workers during the contract period. 2 units will be rented. Each unit accommodates up to 10 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.

135 West Orange Santa Maria,CA 93454 – 12 Workers (1 Unit)

Buenaventura Ranch will provide accommodations for 12 workers during the contract period. 1 unit will be rented. Each unit accommodates up to 12 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.

Buenaventura Ranch will rent apartments to provide accommodations for 56 workers during the contract period. 3 units will be rented. Each unit accommodates up to 19 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers.. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.

Buenaventura Ranch will rent apartments to provide accommodations for 102 workers during the contract period. 6 units will be rented. Each unit accommodates up to 17 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Location and Description of Housing Part 2

3. Details of Material Term or Condition (*up to 3,500 characters*) *

24 – 432 S Lincoln Apt A & B Santa Maria, CA 93454: 31 Workers

Buenaventura Ranch will rent apartments to provide accommodations for 31 workers during the contract period. 2 units will be rented. Each unit accommodates up to 16 workers. Each worker will be provided with their own bed. Laundry facilities provided at no cost to the workers. Full and furnished kitchen facilities will be provided for workers to prepare their own meals.

Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. 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 Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).

l. Job Offer Information 12

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family Housing

3. Details of Material Term or Condition (*up to 3,500 characters*) *

As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Santa Barbara County, California to provide family housing.
Workers may be reached at the following address and phone number:

ADDRESS: 2250 HWY 1, Moss Landing CA 95039
PHONE: (831) 763-4633

Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide 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. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.

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 or provided 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 worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.

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 a dishonest or willful act, or by the gross negligence of the employee.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Minimum Job Qualifications Part 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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.

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.

Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor. Workers may be re-assigned to a different workstation at various times during the workday and/or on different days.

Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Buenaventura Ranch endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.

All safety rules and instructions must be meticulously observed throughout the workday. All Company 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. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. 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.

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Minimum Job Qualifications Part 2

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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: Drug Screening is post offer, post hire, can be random, and at no cost to the employee.

Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include knives, hair nets, and gloves if needed to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. 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

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Training

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Training will be provided for 12 days from each worker's initial date of employment. Workers will be allowed 12 days from the initial date of employment to reach the production standards of the activity. Safety trainings will reflect working conditions including those unique to night work. There will be training provided with the review of the Injury and Illness Prevention Program, Hazard Identification and Control, Emergency Action Plan, Worker Health, Effective Communication, and Lighting Requirement.

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Terminations

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer may terminate the worker with notification to the Employment Service 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; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; and, (e) other job-related reasons. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Production Standards

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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 12 days from a worker's initial date of employment as a reasonable period of on-the-job training. The production standard includes performing the required job duties and at the time the work is performed.

Everyone who harvests fresh strawberry and raspberry trays must produce either a minimum individual daily average of (6) trays per harvest hour or 80% of the harvest team daily average on any given day, whichever is lower. Productivity standard for plant maintenance: employee must not go 20% slower than their crew's average.

BOX SIZE

	LENGTH	WIDTH	HEIGHT	# CLAMS	LBS
Strawberries #1 LB	19.5"	12"	4"	8	8
Strawberries #2 LB	19.5	12"	4"	4	8
Strawberries JUICE	16"	13.5"	4.5"	0	18
Strawberries PINT	18"	11.5"	4.5"	12	15
Raspberries	13"	9"	3"	12	6

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Required Departure

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Covid-19 Precautions

3. Details of Material Term or Condition (*up to 3,500 characters*) *

To the extent consistent: All federal, state, 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.

Weekly transport into town for shopping will be subject to approval by the local public health departments COVID 19 requirements and are subject to change per federal, state, and local COVID 19 guidelines.

Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity.

There 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. Employees should expect to be tested for COVID-19 and with voluntary consent, obtain vaccinations with the assistance of the employer.

Covid-19 Testing and Vaccinations: COVID-19 vaccines and testing may be required at the Employer's expense. If not required by the Employer, employees will not be compensated for time spent testing or obtaining a vaccination. COVID-19 vaccinations may be mandated by the U.S. government (not by the employer), with some exceptions, prior to entry into the United States. Such vaccines must be CDC-approved (FDA/WHO) and full vaccinations may be required. Vaccination mandates are subject to change by U.S. government action.

COVID-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 (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.
(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).

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Authorized Deductions

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Payday

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers will be paid on a weekly basis by check. Payday is Friday of the week following the end of the payroll period.

v. Job Offer Information 22

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Worker's Compensation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

All employees are covered by workers' compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period.

A workers' compensation and employers liability insurance policy is held by Buenaventura Ranch, LLC covering the Workers Compensation Law of the State of California. Insurance coverage is provided by Alaska National Insurance Company. The policy number is: 21JWS11586. The Policy is effective beginning 10/01/2021 and expires 10/01/2022.

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Wage Rates, Special Pay Information and Deductions

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Offered Wage: Workers will be paid 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 of $17.51 per hour (unless the wage methodology is changed by government or legal action). Higher or different wage rates may apply during the contract period based on market conditions and/or crop/job activity, but no less than $17.51 per hour (unless the wage methodology is changed by government or legal action). Employer guarantees that if the piece rate results in an average hourly wage rate below the required wage, the employer will pay workers no less than the required hourly wage. 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 a 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 rate decreases, or there is “No Finding”, 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.

gEFI Participation: Process Improvement Group (Grupo de Mejoras de Procesos). All Employees will be eligible to participate in Buenaventura’s Equitable Food Initiative Program Meetings. The Equitable Food Initiative is a unique program, partnership with all Farmworkers to come together and develop new systems to better improve their quality of life and produce safer and healthier food.

Equitable Food Initiative (EFI) Bonus:

As part of EFI, employees will receive funds that will go into a collective pot where it will be divided by hours worked and by crews in that month. The bonus will be distributed the following month.

Overtime: Overtime is paid after 8 hours per day and or 40 hours per week for work performed in California. The employer will abide by the seventh (7) day of rest rules.

Overtime Rate: For work performed in California, overtime is paid at one and one-half times the base salary and is $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.

An employee may be employed on seven (7) workdays in one workweek with no overtime pay required when the total hours of employment during such workweek do not exceed 30 and the total hours of employment in any one workday thereof do not exceed six (6).

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Itinerary

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will be working simultaneously at all field sites at a time throughout the contract period: June 4, 2022, through November 15, 2022.

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Number of Workers Requested

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Buenaventura Ranch seeks certification for 285 H-2A workers and 600 total workers. Of the 600 total workers, 315 are expected to be domestic workers who do not require housing. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

z. Job Offer Information 26

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Full Job Title

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Field Worker: (Strawberry Harvest-Organic/Conventional), Raspberries, Crew Leader, and Land Preparation

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - California Tax ID

3. Details of Material Term or Condition (*up to 3,500 characters*) *

California Tax ID: 515-4915 2

. Job Offer Information 28

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Laundry

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Laundry facilities are off site (approximately .25 miles from housing) and employees occupying employer housing will be offered transportation to laundry facilities and will be provided with a weekly laundry stipend of $5.00 per week