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



A. Job Offer Information

1. 、	Job Title *	Agricultural Ed	luipment	Operator						
	Workers	a. Total	b. H-2	2A		Pe	riod of Int	ended Emplo	yment	
Needed *		260	260	3. B	egin Date	* 8/15/2022		4. End Da	ate *1/15/2023	
		b generally requir roceed to question						week? *	☐ Yes ✓ N	lo
6. /	Anticipate	d days and hours	of work p	er week *					7. Hourly work s	chedule *
	49	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday	a. <u>7</u> : <u>00</u>	☑ AM □ PM
	7	b. Sunday	7	d. Tuesday	7	f. Thursday	7	h. Saturday	b. <u>2</u> : <u>00</u>	☐ AM ☑ PM
						ervices and Wag		formation		
periimpeque frequence offee sea	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.) Job duties include operating equipment to harvest and haul sugarcane in connection with the harvesting of a perishable crop; perform manual labor to assist in harvesting/unloading sugarcane; repair/maintain farm vehicles, implements, mechanical equipment and trucks; 3 months previous experience of operating sugarcane harvest equipment required. Job involves extensive sitting, exposure to extreme temperatures, repetitive movements, and frequent stooping; must be able to lift 50 lbs; travel may be required to and from field locations; transportation is provided; drug screening may be required upon hire and randomly (paid for by employer). Bonus may be paid at the end of contract at the discretion of the employer. Base hours offered is 49 hours; additional hours are usually offered during a plentiful season and may include 10-40 additional hours of work depending on the nature of the season. Las tareas incluyen el manejo de equipo para cosechar y acarrear caña de azúcar en relación con la cosecha de un cultivo perecedero; realizar trabajo manual para ayudar en la cosecha/descarga de caña de azúcar; reparar/mantener vehículos agrícolas, implementos, equipos mecánicos y camiones; Se requiere experiencia previa de 3 meses de operación de equipo de cosecha de caña de azúcar. El trabajo consiste en sentarse extensamente, exponerse a temperaturas extremas, movimientos repetitivos y detenerse con frecuencia; debe ser capaz de levantar 50 libras; puede ser necesario viajar hacia y desde los lugares de destino sobre el terreno; se proporciona transporte; el examen de detección de drogas puede ser requerido al contratar y al azar (pagado por el empleador). La prima se puede pagar al final del contrato a discreción del empleador. El horario base ofrecido es de 49 horas; se suelen ofrecer horas adicionales durante una temporada abundante y pueden incluir de									
8b.	Wage Of		er * 8	Bd. Piece Ra		8e. Piece N/A	Rate Un	its/Special P	ay Information §	
\$.	·	_	нтис	• <u> </u>						
		leted Addendum and wage offers at				on on the crops	or agricu	ıltural	☑ Yes ☐ N	lo
10.	Frequenc	cy of Pay. * 🔲	Weekly	☑ Biv	veekly [☐ Monthly	☐ Ot	her (specify):	N/A	
_	10. Frequency of Pay. * Weekly 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.) Social Security, Federal Tax, State Tax									

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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	. * 3	3. Training: nu	ımber of months req	uired. *	0
4. Basic Job Requirements (check all that apply)	*				
☐ a. Certification/license requirements		g. Exposure	to extreme temperati	ures	
☐ b. Driver requirements			pushing or pulling		
c. Criminal background check			sitting or walking		
d. Drug screen		☑ j. Frequent s	stooping or bending o	over	
e. Lifting requirement 50 lbs.		k. Repetitive	movements		
5a. Supervision: does this position supervise the work of other employees? *	☐ Yes	of employe	question 5a, enter thees worker will super		
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) * NONE					
C. Place of Employment Information					
1. Address/Location *					
3512 J. Patout Burns Road					
2. City *	3. State *	4. Postal Code *	5. County *		
Jeanerette	Louisiana	70544	Iberia		
6. Additional Place of Employment Information (The employer's physical and mailing address of the association each own the worksite local contents.	s is 3512 J. F ations listed	Patout Burns Road on the ETA 790.	, Jeanerette, LA 70	0544. The i	members
 Is a completed Addendum B providing additional agricultural businesses who will employ worked attached to this job order? * 				☑ Ye	s 🗖 No
D. Housing Information					
Housing Address/Location * 9402 E. Highway 90 Service Road					
2. City *	3. State *	4. Postal Code *	5. County *		
Jeanerette	Louisiana	70544	Iberia		
6. Type of Housing *	•		7. Total Units *	8. Total O	ccupancy *
Wood frame bunkhouse.			6	188	
9. Housing complies or will comply with the follow	wing applicabl	e standards: *	☑ Local ☑	State 🗹	Federal
10. Additional Housing Information. (If no additional information, enter "NONE" below) * Directions: From I-10, take exit 103B, toward Morgan City (Hwy 90/Hwy 167); go approximately 36 miles; take exit Highway 85 on left; take service road on right; destination is on the left, the first building past railroad tracks.					
 Is a completed Addendum B providing addit workers attached to this job order? * 	ional informat	ion on housing that v	will be provided to	⊿ Ye	s 🔲 No

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E. Provision of Meals

Describe how the employer will provide kitchen facilities. * (Please begin response on Employer will provide cooking and kitch workers access to stores where they cannot be access.)	this form and use Addendum C it nen facilities, housing, h	fadditional space is need ousing utilities, a	_{ded.)} s well as transpoi	
Patrón proporcionará la cocina y cocina, la vivienda, los servicios públicos de vivienda, así como el transporte para asegurar el acceso a los trabajadores a las tiendas donde se pueden comprar alimentos y otros artículos necesarios.				
nossanos.				
2. If meals are provided, the employer: *	☑ WILL NOT charge w	orkers for such me	als.	
	☐ WILL charge worker	s for such meals at	t \$	per day per worker.
F. Transportation and Daily Subsistence				
1. Describe the terms and arrangement for (Please begin response on this form and use Adde. For workers who are provided housing, housing and the worksite. The transport Modes of transportation will be a farm to	ndum C if additional space is nee transportation at no co tation provided will be in	^{ded.)} st to the worker v n accordance witl	vill be provided be	
2. Describe the terms and arrangements for and (b) from the place of employment (i (Please begin response on this form and use Adde Transportation and related subsistence costs incurred (either advance paymen	.e., outbound). * ndum C if additional space is nee will be provided by em	_{ded.)} ployer or paid by	employer to work	er for reasonable
common carrier transportation charges at a later date such as bus or plane.				
·				
3. During the travel described in Item 2, the	e employer will pay for	a. no less than	\$ <u>14</u> . <u>00</u>	per day *
or reimburse daily meals by providing ea		b. no more than	\$59 . 00	per day with receipts

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G. Referral and Hiring Instructions

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.) Call Karl Guidry at (337) 278-1217 during normal business hours to apply for position. Applications can also be emailed to Karl Guidry at karlsugar@aol.com.				
2. Telephone Number to Apply * 3	. Email Address to Apply *			
+1 (337) 278-1217 ka	arlsugar@aol.com			
4. Website address (URL) to Apply *				
N/A				
H. Additional Material Terms and Conditions of the Job Of	fer			
 Is a completed Addendum C providing additional informat and benefits (monetary and non-monetary) that will be pro job order? * 				

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

- 1. <u>JOB OPPORTUNITY</u>: 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.
- 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).
- BHOUSING 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. <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).

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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 quarantee 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).

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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. 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. <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).

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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.

Last (family) name *	2. First (given) name *	3. Middle initial §
Patout	Mark	D
4. Title *		-
President/Director		
Signature (or digital signature) *	i all	6. Date signed *
Digital Signature Verified and Retained By	rafying Officer	6/20/2022

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.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Sugarcane		Hour	
		\$ 45		
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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 §
Triangle Farms	5614 East Admiral Doyle Drive + farmland within a 10 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	2
Ulysses Gonsoulin, Jr. & Sons, Inc.	4812 Jefferson Island Road, and surrounding farmland within a 20 mile radius		8/15/2022	1/15/2023	5
W.C. Lanie & Son	2504 Patoutville Road + farmland within a 5 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	2
Westover Farms, Inc.	8709 Old Jeanerette Road, and surrounding farmland within a 4 mile radius.		8/15/2022	1/15/2023	3
William J. O'Brien	2290 Highway 29 East + farmland within an 8 mile radius Bunkie, Louisiana 71322		8/15/2022	1/15/2023	2
Andre Brothers, LLC	4310 Daspit Road, Lot #1 + farmland within a 16 mile radius New Iberia, Louisiana 70563		8/15/2022	1/15/2023	2
M.A. Patout & Son	3512 J. Patout Burns Road + farmland within a 5 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	5
Cypremort Planting Company, LLC	4619 Little Valley Plantation Road + farmland within a 25 mile radius Jeannette, Louisiana 70544		8/15/2022	1/15/2023	3
A&S Farm, Inc.	2417 Canal Street, and surrounding farmland within a 7.5 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	2
Acadiana Agriculture, LLC	2417 Canal Street, and surrounding farmland within an 8 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	2

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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 §
Adam Halbert	345 Munson Road + farmland within a 15 mile radius Cheneyville, Louisiana 71325		8/15/2022	1/15/2023	2
Bradley Duhon	125 Adola Road, and surrounding farmland within a 10 mile radius Maurice, Louisiana 70555		8/15/2022	1/15/2023	4
Bruno Habetz, Jr.	603 Fortune Road, and surrounding farmland within a 20 mile radius Youngsville, Louisiana 70592		8/15/2022	1/15/2023	2
Caleb Duplechain	221 Bois Des Chene Drive, and surrounding farmland within a 20 mile radius		8/15/2022	1/15/2023	5
Chris Lyles	10404 Highway 71 South + farmland within a 20 mile radius Cheneyville, Louisiana 71325		8/15/2022	1/15/2023	2
Circle L Farms, LLC	1817 Lake Dauterive Road, and surrounding farmland within a 6 mile radius		8/15/2022	1/15/2023	2
Clarence Broussard	1204 Adolph Road + farmland within an 8.5 mile radius New Iberia, Louisiana 70560		8/15/2022	1/15/2023	2
Drey Vincent	19708 Kristin Road, and surrounding farmland within an 8 mile radius Kaplan, Louisiana 70548		8/15/2022	1/15/2023	5
Gerald Guiberteau	503 Crossland Drive + farmland within an 11 mile radius New Iberia, Louisiana 70563		8/15/2022	1/15/2023	2
Jake Viator Farm	5411 Jefferson Island Road, and surrounding farmland within a 9 mile radius		8/15/2022	1/15/2023	2

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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 §
Wright Farms, Inc.	149 Wright Avenue, and surrounding farmland within a 12 mile radius Evergreen, Louisiana 71333		8/15/2022	1/15/2023	2
Jonathon Allen	9980 Highway 71 South + farmland within a 20 mile radius Cheneyville, Louisiana 71325		8/15/2022	1/15/2023	2
Gerald Jude Guiberteau, Jr.	1406 South Morgan Avenue + farmland within a 20 mile radius Broussard, Louisiana 70518		8/15/2022	1/15/2023	2
Kelsi Duhon	2735 Montet Road, and surrounding farmland within a 10 mile radius Maurice, Louisiana 70555		8/15/2022	1/15/2023	4
McDonald Farms, LLC	8314 Jefferson Island Road, and surrounding farmland within a 7 mile radius.		8/15/2022	1/15/2023	3
Nelson Hebert Farms, Inc.	4302 Patoutville Road + farmland within a 5 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	2
Phillip Domingues	6229 LA Highway 330, and surrounding farmland within a 10 mile radius		8/15/2022	1/15/2023	2
Raymond Hebert Farms, LLC	9519 Harold Landry Road, and surrounding farmland within a 6 mile radius		8/15/2022	1/15/2023	2
Viator Farm, LLC	701 LA Highway 668, and surrounding farmland within an 8 mile radius		8/15/2022	1/15/2023	3
Ross Buller	118 WPA Road + farmland within an 18 mile radius Bunkie, Louisiana 71322		8/15/2022	1/15/2023	2

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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 §
Sammy Buller	118 WPA Road + farmland within an 18 mile radius Bunkie, Louisiana 71322		8/15/2022	1/15/2023	2
Scott Corley	2008 Water Street, and surrounding farmland within a 15 mile radius LeCompte, Louisiana 71346		8/15/2022	1/15/2023	2
Tony Richardson	1406 Melrose Lane, and surrounding farmland within a 4 mile radius. New Iberia, Louisiana 70560		8/15/2022	1/15/2023	2
Tyler Domingues	4521 Fatima Road, and surrounding farmland within a 10 mile radius Erath, Louisiana 70533		8/15/2022	1/15/2023	2
Vaughn Farms, Inc.	1901 Marshfield Road + farmland within a 5 mile radius New Iberia, Louisiana 70563		8/15/2022	1/15/2023	2
Allen Farms	9980 Highway 71 South + farmland within a 20 mile radius Cheneyville, Louisiana 71325		8/15/2022	1/15/2023	2
Blaine Tauzin Farms, LLC	4304 Daspit Road + farmland within a 15 mile radius New Iberia, Louisiana 70563		8/15/2022	1/15/2023	2
Caymen Crappell	112 Watercrest Lane + farmland within an 8 mile radius Delcambre, Louisiana 70528		8/15/2022	1/15/2023	2
MMA Farms	4304 Daspit Road + farmland within a 20 mile radius New Iberia, Louisiana 70563		8/15/2022	1/15/2023	2
Douglas Farms	3105 Anandale Road, and surrounding farmland within an 18 mile radius		8/15/2022	1/15/2023	2

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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 §
Rebel V	5409 Jefferson Island Road, and surrounding farmland within a 9 mile radius.		8/15/2022	1/15/2023	4
LeJeune Brothers	5008 Loreauville Road, and surrounding farmland within a 7 mile radius.		8/15/2022	1/15/2023	2
Loreauville Harvesting	6912 Gondron Road, and surrounding farmland within a 5 mile radius.		8/15/2022	1/15/2023	2
Patrick Judice Farms, Inc.	2019 David Duboin Road, and surrounding farmland within a 9 mile radius		8/15/2022	1/15/2023	2
Jude Gerard Farms	816 S. Larriviere Road, and surrounding farmland within a 15 mile radius.		8/15/2022	1/15/2023	3
Three D Sugars, Inc.	11522 LA Highway 92, and surrounding farmland within a 10 mile radius		8/15/2022	1/15/2023	6
A&M Farms, LLC	6019 Norris Road, and surrounding farmland within a 10 mile radius New Iberia, Louisiana 70560		8/15/2022	1/15/2023	3
Advanced Agriculture, LLC	1244 Golden Grain Road, and surrounding farmland within a 15 mile radius.		8/15/2022	1/15/2023	7
Bain Farms	445 Clyde Smith Road, and surrounding farmland within a 12 mile radius		8/15/2022	1/15/2023	3
BB Sugar Cane Farms	209 Doyle Melancon Road, and land within a 5 mile radius Breaux Bridge, Louisiana 70517		8/15/2022	1/15/2023	3

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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 §
Buddy Oubre	1642 Burton Plantation Highway, and surrounding land within a 6 mile radius		8/15/2022	1/15/2023	2
Cane, Inc.	311 N. John Hardy, and surrounding farmland within a 15 mile radius. Abbeville, Louisiana 70510		8/15/2022	1/15/2023	6
Circle A Farm, Inc.	4901 Lormand Road, and surrounding farmland within a 15 mile radius		8/15/2022	1/15/2023	7
CML Green Acres, LLC	637 Moresi Road, and surrounding land within an 8 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	2
DLD Southern Sugars, LLC	5839 Aristide Road, and surrounding farmland within a 10 mile radius Erath, Louisiana 70533		8/15/2022	1/15/2023	4
Tommy & Mike LaLande	3614 LA Highway 343, and surrounding farmland within a 7 mile radius.		8/15/2022	1/15/2023	4
Domingues Farms	17622 Aurelein Road + farmland within a 10 mile radius Erath, Louisiana 70533		8/15/2022	1/15/2023	3
Sugarland Acres, LLC	505 Guillot Road + farmland within a 15 mile radius Youngsville, Louisiana 70592		8/15/2022	1/15/2023	9
Edward Vincent	19712 Kristin Road, and surrounding farmland within a 6 mile radius. Kaplin, Louisiana 70548		8/15/2022	1/15/2023	5
Lavergne Farms, LLC	1870 Highway 357, and surrounding farmland within a 10 mile radius Opelousas, Louisiana 70570		8/15/2022	1/15/2023	4

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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 §
H.E. Harper Farms	1658 Bayou Road, and surrounding farmland within a 15 mile radius Cheneyville, Louisiana 71325		8/15/2022	1/15/2023	3
Corley Farms	100 Munson Road + farmland within a 5 mile radius Cheneyville, Louisiana 71325		8/15/2022	1/15/2023	3
HMC Farms, LL	4304 Daspit Road, and surrounding farmland within a 16 mile radius New Iberia, Louisiana 70563		8/15/2022	1/15/2023	2
Menard Farms, LLC	17530 Johnston Street, and surrounding farmland within a 15 mile radius.		8/15/2022	1/15/2023	6
Joseph Denais and Nicole Denais	15720 Gladu Road, and surrounding farmland within a 8 mile radius Kaplan, Louisiana 70548		8/15/2022	1/15/2023	12
K&M Cane	277 WPA Road + farmland within a 10 mile radius Bunkie, Louisiana 71322		8/15/2022	1/15/2023	2
Lone Pine Farms	10404 Highway 71 South, and surrounding farmland within a 20 mile radius		8/15/2022	1/15/2023	3
Monte Rosinski Farms, LLC	299 N. Richfield Road, and surrounding farmland within a 20 mile radius		8/15/2022	1/15/2023	12
Patch Farms, LLC	2417 Canal Street, and surrounding farmland within a 8 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	3
Patout Brothers, Little Valley Plantation,	4619 Little Valley Plantation Road + farmland within a 47 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	3

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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 §
Richard Glaubrecht, Jr.	W LA Highway 335 + farmland within a 10 mile radius Abbeville, Louisiana 70510		8/15/2022	1/15/2023	6
Ronald R. Hebert, Inc.	10310 East Admiral Doyle Drive + farmland within a 16 mile radius Jeanerette, Louisiana 70544		8/15/2022	1/15/2023	2
Dore Farms, LLC	1330 Briar Cliff Drive, and surrounding farmland within a 7 mile radius.		8/15/2022	1/15/2023	6
Segura Farms, LLC	4880 Lyndsey Road. and surrounding farmland within a 10 mile radius New Iberia, Louisiana 70560		8/15/2022	1/15/2023	4
Simon Farms, LLC	11468 Lagrange, and surrounding farmland within a 15 mile radius Maurice, Louisiana 70555		8/15/2022	1/15/2023	6
Southern Acres, LLC	7010 Jefferson Road + farmland within a 15 mile radius Maurice, Louisiana 70555		8/15/2022	1/15/2023	3
Stacey Albert Farms, LLC	838 Espasie Road + farmland within a 17 mile radius Youngsville, Louisiana 70592		8/15/2022	1/15/2023	3

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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 *
Mobile Home	3012 J. Patout Burns Road Jeanerette, Louisiana 70544 IBERIA		1	16	☑ Local ☑ State ☑ Federal
Mobile Home	9614 Earl Drive Jeanerette, Louisiana 70544 IBERIA	Mobile home.	1	12	☑ Local ☑ State ☑ Federal
Mobile Home	2800 J. Patout Burns, #8 Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	2800 J. Patout Burns, #10 Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	2800 J Patout Burns, #4 Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	2800 J. Patout Burns, #5 Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	2800 J. Patout Burns, #6 Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	2800 J. Patout Burns, #9 Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal
Bunkhouse	4619 Little Valley Plantation Road Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	1815 South Highway 71 LaCompte, Louisiana 71346 RAPIDES		1	10	☑ Local ☑ State ☑ Federal

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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 *
Bunkhouse	299 North Richfield Road Duson, Louisiana 70529 LAFAYETTE		1	48	☑ Local ☑ State ☑ Federal
Mobile Home	4880 Lyndsey Road New Iberia, Louisiana 70560 IBERIA		3	26	☑ Local ☑ State ☑ Federal
Mobile Home	1330 Briar Cliff Drive Youngsville, Louisiana 70592 LAFAYETTE		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	505 Guillot Road Youngsville, Louisiana 70592 LAFAYETTE		1	9	☑ Local ☑ State ☑ Federal
Bunkhouse	2840 Allen Road Maurice, Louisiana 70555 VERMILION	Bunkhouse.	2	17	☑ Local ☑ State ☑ Federal
Mobile Home	1244 Golden Grain Road Duson, Louisiana 70529 LAFAYETTE	Mobile home.	2	9	☑ Local ☑ State ☑ Federal
Wood Frame	3417 Patout Road Jeanerette, Louisiana 70544 IBERIA		1	20	☑ Local ☑ State ☑ Federal
Wood Frame	3413 Patout Road Jeanerette, Louisiana 70544 IBERIA		1	27	☑ Local ☑ State ☑ Federal
Mobile Home	11802 LA Highway 696 Maurice, Louisiana 70555 VERMILION		1	12	☑ Local ☑ State ☑ Federal
Mobile Home	9608 Earl Road Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal

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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 *
Mobile Home	9612 Earl Road Jeanerette, Louisiana 70544 IBERIA		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	214 Brussels Road Rayne, Louisiana 70578 ACADIA	Mobile home.	1	11	☑ Local ☑ State ☑ Federal
Mobile Home	19708 Kristin Road Kaplan, Louisiana 70548 VERMILION		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	7201 Simeon Road Kaplan, Louisiana 70548 VERMILION		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	16307 LA Highway 685 Erath, Louisiana 70533 VERMILION		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	2600 Savoy Road Youngsville, Louisiana 70592 LAFAYETTE	Mobile home.	3	16	☑ Local ☑ State ☑ Federal
Wood Frame	1300 B Highway 357 Opelousas, Louisiana 70570 ST LANDRY		1	12	☑ Local ☑ State ☑ Federal
					□ Local □ State □ Federal
					□ Local □ State □ Federal
					□ Local □ State □ Federal

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1					
Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - null		
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>)* Para trabajadores que se les provee vivienda, transportación con no costo al trabajador, será provista entre el lugar de vivienda y el lugar de trabajo. El transporte provisto será de acuerdo con las leyes y regulaciones aplicables. Los modos de transporte serán un camión agrícola u otro vehículo agrícola.					
b. Job Offer Information 2					
1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation -		
3. Details of Material Term or Condition (up to 3,500 characters)* El transporte y la subsistencia relacionada serán proporcionados por el empleador o pagados por el empleador al trabajador por los costos razonables incurridos (ya sea el pago por adelantado o el reembolso) a no menos de los cargos de transporte común más económicos y razonables para las distancias involucradas. Los modos de transporte se conocerán e identificarán en una fecha posterior, como el autobús o el avión.					

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