



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

A. Job Offer Information

| | | | | | | | |
|---|----------------|--|-------------------------------|-------------------------|-------------------------|---|---|
| 1. Job Title * Irrigator, Agricultural Equipment Operator, CalVan Driver | | | | | | | |
| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | | | | |
| | 24 | 24 | 3. Begin Date * 9/1/2022 | | 4. End Date * 5/31/2023 | | |
| 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. | | | | | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. Anticipated days and hours of work per week * | | | | | | | 7. Hourly work schedule * |
| 35 | a. Total Hours | 6 | c. Monday | 6 | e. Wednesday | 6 | g. Friday |
| 0 | b. Sunday | 6 | d. Tuesday | 6 | f. Thursday | 5 | h. Saturday |
| | | | | | | | a. 4 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM |
| | | | | | | | b. 10 : 30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> 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 \$ | |
| \$ 14.79 | | <input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH | | \$ | | | |
| 9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * | | | | | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> 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.) Please see Addendum C. | | | | | | | |



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B. Minimum Job Qualifications/Requirements

| | | | |
|---|---|--|---|
| 1. Education: minimum U.S. diploma/degree required. * | | | |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.) | | | |
| 2. Work Experience: number of <u>months</u> required. * | 1 | 3. Training: number of <u>months</u> required. * | 0 |
| 4. Basic Job Requirements (check all that apply) * | | | |
| <input checked="" type="checkbox"/> a. Certification/license requirements | | <input checked="" type="checkbox"/> g. Exposure to extreme temperatures | |
| <input checked="" type="checkbox"/> b. Driver requirements | | <input checked="" type="checkbox"/> h. Extensive pushing or pulling | |
| <input type="checkbox"/> c. Criminal background check | | <input checked="" type="checkbox"/> i. Extensive sitting or walking | |
| <input checked="" type="checkbox"/> d. Drug screen | | <input checked="" type="checkbox"/> j. Frequent stooping or bending over | |
| <input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs. | | <input checked="" type="checkbox"/> k. Repetitive movements | |
| 5a. Supervision: does this position supervise the work of other employees? * | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 * | | | |
| SMT Farms, LLC ANDERSON 401; CO. 4 ST & AVE 18E | | | |
| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
| Yuma | Arizona | 85365 | Yuma |
| 6. Additional Place of Employment Information (If no additional information, enter " NONE " below) * | | | |
| From intersection of Co. 4th St. & Ave 18E, head South, on (East) left hand side. | | | |
| 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? * | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

D. Housing Information

| | | | |
|---|------------|---|---|
| 1. Housing Address/Location * | | | |
| Calle Ocho Apartments 764 South 21st Avenue | | | |
| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
| Yuma | Arizona | 85364 | Yuma |
| 6. Type of Housing * | | 7. Total Units * | 8. Total Occupancy * |
| Employer Leased Apartment Housing | | 3 | 24 |
| 9. Housing complies or will comply with the following applicable standards: * | | <input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal | |
| 10. Additional Housing Information. (If no additional information, enter " NONE " below) * | | | |
| Directions to housing: From I-8 E, continue on I-8BL/Winterhaven Dr, turn right on W 8th Street, turn right onto S. 21st Avenue, and the destination will be on the left. | | | |
| 11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? * | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



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E. Provision of Meals

| | |
|---|--|
| <p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> Workers occupying employer-provided housing will have access to full kitchen facilities and are responsible for preparing their own meals. Foothill Packing will ensure that workers have access to groceries. The grocery store is one block away from the housing location, allowing workers to conveniently walk to the grocery store when necessary. Further, Foothill Packing will provide access to transportation to the grocery store one weekend day (Saturday/Sunday) per week during the contract. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities shared with other workers occupying the company-provided housing facilities. Employer will ensure kitchen facilities are stocked and provide workers with cooking and eating utensils. No kitchen facilities or meals are provided to workers not occupying Company-provided housing. Laundry facilities are onsite and available to workers at no cost.</p> | |
| 2. If meals are provided, the employer: * | <input checked="" type="checkbox"/> WILL NOT charge workers for such meals. |
| | <input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker. |

F. Transportation and Daily Subsistence

| | | |
|---|-----------------|--|
| <p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> See Addendum C.</p> | | |
| <p>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). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> See Addendum C.</p> | | |
| 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 | \$ <u> 14 </u> . <u> 00 </u> per day * |
| | b. no more than | \$ <u> 59 </u> . <u> 00 </u> per day with receipts |

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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 *

+1 (831) 784-1453

3. Email Address to Apply *

lsaldana@foothillpacking.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



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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. **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).



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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 CFR 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).



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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(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).



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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.

| | | |
|--|-------------------------|---------------------|
| 1. Last (family) name * | 2. First (given) name * | 3. Middle initial § |
| Erickson | Robert | |
| 4. Title * | | |
| VP/General Manager | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By <i>Certifying Officer</i> | | 7/14/2022 |

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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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | ANDERSON 402; CO. 4 ST & AVE 18E Yuma, Arizona 85365 | From intersection of Co. 4th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 403; CO. 4 ST & AVE 18E Yuma, Arizona 85365 | From intersection of Co. 4th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/23/2023 | 24 |
| SMT Farms, LLC | ANDERSON 403; CO. 4 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 404; CO. 4 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 405; CO. 4 ST & AVE 18E Yuma, Arizona 85365 | From intersection of Co. 4th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 406; CO. 4 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 407; CO. 4 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 408; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 409; CO. 5 ST & AVE 18E Yuma, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 410; CO. 5 ST & AVE 18E YUMA, Arizona | From intersection of Co. 5th St. & Ave 18E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |

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| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | ANDERSON 411; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 412; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON 413; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 03; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 04; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 05; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 08; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 09; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 10; CO. 5 ST & AVE 18E YUMA, Arizona 85365 | From intersection of Co. 5th St. & Ave 18E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 11; CO. 5 1/2 ST & AVE 19E YUMA, Arizona 85365 | East of intersection of Co. 5 1/2 St. & Ave 19E. | 9/1/2022 | 5/31/2023 | 24 |

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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 § |
|------------------------------------|---|--|-----------------|---------------|--------------------|
| SMT Farms, LLC | KAMMANN 12; CO. 5 1/2 ST & AVE 19E YUMA, Arizona 85365 | East of intersection of Co. 5 1/2 St. & Ave 19E. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 14; CO. 5 1/2 ST & AVE 19E YUMA, Arizona 85365 | East of intersection of Co. 5 1/2 St. & Ave 19E. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 20; CO. 7 ST & AVE 19E YUMA, Arizona 85365 | From intersection of Co. 7th St. & Ave 19E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 21; CO. 7 ST & AVE 19E YUMA, Arizona 85365 | From intersection of Co. 7th St. & Ave 19E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 22; CO. 7 ST & AVE 19E YUMA, Arizona 85365 | From intersection of Co. 7th St. & Ave 19E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 23; CO. 7 ST & AVE 19E YUMA, Arizona 85365 | From intersection of Co. 7th St. & Ave 19E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 24; CO. 7 ST & AVE 20E YUMA, Arizona 85365 | From intersection of Co. 7th St. & Ave 20E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 25; CO. 7 ST & AVE 20E YUMA, Arizona | From intersection of Co. 7th St. & Ave 20E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 26; CO. 7 ST & AVE 20E YUMA, Arizona 85365 | From intersection of Co. 7th St. & Ave 20E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 27; CO. 7 ST & AVE 20E YUMA, Arizona 85365 | From intersection of Co. 7th St. & Ave 20E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | KAMMANN 28; CO. 7 ST & AVE 20E YUMA, Arizona YUMA | From intersection of Co. 7th St. & Ave 20E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 29; CO. 7 ST & AVE 21E YUMA, Arizona 85365 YUMA | From intersection of Co. 7th St. & Ave 21E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 30; CO. 7 ST & AVE 21E YUMA, Arizona 85365 YUMA | From intersection of Co. 7th St. & Ave 21E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 31; CO. 7 ST & AVE 21E YUMA, Arizona 85365 YUMA | From intersection of Co. 7th St. & Ave 21E, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | From intersection of Co. 7th St. & Ave 21E, head South, on (West) right hand side. YUMA, Arizona 85365 | KAMMANN 32; CO. 7 ST & AVE 21E | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 33N; CO. 8 ST & AVE 21E YUMA, Arizona 85365 YUMA | From intersection of Co. 8th St. & Ave 21E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 33S; CO. 8 ST & AVE 21E YUMA, Arizona 85365 YUMA | From intersection of Co. 8th St. & Ave 21E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 34N; CO. 8 ST & AVE 22E YUMA, Arizona 85365 YUMA | From intersection of Co. 8th St. & Ave 22E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 34S; CO. 8 ST & AVE 22E YUMA, Arizona 85365 YUMA | From intersection of Co. 8th St. & Ave 22E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 35N; CO. 8 ST & AVE 22E YUMA, Arizona 85365 YUMA | From intersection of Co. 8th St. & Ave 22E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|--|--|-----------------|---------------|--------------------|
| SMT Farms, LLC | KAMMANN 35S; CO. 8 ST & AVE 22E YUMA, Arizona 85365 | From intersection of Co. 8th St. & Ave 22E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 36N; CO. 8 ST & AVE 22E YUMA, Arizona 85365 | From intersection of Co. 8th St. & Ave 22E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 36S; CO. 8 ST & AVE 22E YUMA, Arizona 85365 | From intersection of Co. 8th St. & Ave 22E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 1; CO 4 ST & AVE 17E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 2; CO 4 ST & AVE 17E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 17E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 3E; CO 4 ST & AVE 17E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 3W; CO 4 ST & AVE 17E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 4; CO 4 ST & AVE 17E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 17E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 5E; CO 4 ST & AVE 17E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 5W; CO 4 ST & AVE 17E YUMA, Arizona 85365 | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|---|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | R. DUNN 6; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 7E; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 7W; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 8; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 9E; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 9W; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 10; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 11E; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 11W; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 12; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|---|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | R. DUNN 13; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | R. DUNN 14; CO 4 ST & AVE 17E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 17E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (DUNN) 501; CO 5 ST & AVE 19E YUMA, Arizona 85365 YUMA | From intersection of Co. 5th St. & Ave 19E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (DUNN) 502; CO 5 ST & AVE 19E YUMA, Arizona 85365 YUMA | From intersection of Co. 5th St. & Ave 19E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (DUNN) 503; CO 5 ST & AVE 19E YUMA, Arizona 85365 YUMA | From intersection of Co. 5th St. & Ave 19E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (DUNN) 503E; CO 5 ST & AVE 19E YUMA, Arizona 85365 YUMA | From intersection of Co. 5th St. & Ave 19E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (DUNN) 503W; CO 5 ST & AVE 19E YUMA, Arizona 85365 YUMA | From intersection of Co. 5th St. & Ave 19E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (DUNN) 504; CO 5 ST & AVE 19E YUMA, Arizona 85365 YUMA | From intersection of Co. 5th St. & Ave 19E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (RIVER) 01; CO. 4 ST & AVE 16E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 16E, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (RIVER) 02; CO. 4 ST & AVE 16E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 16E, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|---|--|-----------------|---------------|--------------------|
| SMT Farms, LLC | TC (RIVER) 03; CO. 4 ST & AVE 18E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 18E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (RIVER) 04; CO. 4 ST & AVE 18E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 18E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (RIVER) 05; CO. 4 ST & AVE 18E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 18E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (RIVER) 06; CO. 4 ST & AVE 18E YUMA, Arizona 85365 YUMA | From intersection of Co. 4th St. & Ave 18E, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRADLEY 01W; HWY 95 AND AVE 8E YUMA, Arizona 85365 YUMA | From intersection of Hwy 95 & Ave 8E, head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRADLEY 01E; HWY 95 AND AVE 8 1/2E YUMA, Arizona 85365 YUMA | From intersection of Hwy 95 & Ave 8 1/2E, head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRADLEY 02W; HWY 95 AND AVE 8E YUMA, Arizona 85365 YUMA | From intersection of Hwy 95 & Ave 8E, head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRADLEY 02E; HWY 95 AND AVE 8 1/2E YUMA, Arizona YUMA | From intersection of Hwy 95 & Ave 8 1/2E, head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRADLEY 03N; HWY 95 AND AVE 8E YUMA, Arizona 85365 YUMA | From intersection of Hwy 95 & Ave 8E, head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRADLEY 03S; HWY 95 AND AVE 8E YUMA, Arizona 85365 YUMA | From intersection of Hwy 95 & Ave 8E, head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|---|--|-----------------|---------------|--------------------|
| SMT Farms, LLC | BRADLEY 04N; HWY 95 AND AVE 8 1/2E YUMA, Arizona 85365 | From intersection of Hwy 95 & Ave 8 1/2E, head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRADLEY 04S; HWY 95 AND AVE 8 1/2E YUMA, Arizona 85365 | From intersection of Hwy 95 & Ave 8 1/2E, head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SAKATA 01; HWY 95 & AVE 6E YUMA, Arizona 85365 | From intersection of Hwy 95 & Ave 6E, head South, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 01; CO. 8 1/2 ST & AVE 9E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 9E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 02; CO. 8 1/2 ST & AVE 8 1/2E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 8 1/2E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 03; CO. 8 1/2 ST & AVE 9E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 9E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 04; CO. 8 1/2 ST & AVE 8 1/2E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 8 1/2E, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 05-01; CO. 8 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 8E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 05-02; CO. 8 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 8E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 05-03; CO. 8 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 8E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|---|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | SHATTUCK 05-04; CO. 8 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 8E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 05-05; CO. 8 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 8E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 07; CO. 8 ST & AVE 8 1/2E YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 8 1/2E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 08; CO. 8 ST & AVE 8 1/2E YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 8 1/2E, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 09-01; CO. 8 1/2 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 8E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 09-02; CO. 8 1/2 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 8E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 09-03; CO. 8 1/2 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 8E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 09-04; CO. 8 1/2 ST & AVE 8E YUMA, Arizona | From intersection of Co. 8 1/2 St. & Ave 8E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 09-05; CO. 8 1/2 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 8E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 11-01W; CO. 8 1/2 ST & AVE 8 1/2E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 8 1/2E, face North, located Northeast of intersection. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|--|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | SHATTUCK 11-02E; CO. 8 1/2 ST & AVE 8 1/2E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 8 1/2E, face North, located Northeast of intersection. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 12-01W; CO. 8 1/2 ST & AVE 9E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 9E, face North, located Northwest of intersection. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SHATTUCK 12-02E; CO. 8 1/2 ST & AVE 9E YUMA, Arizona 85365 | From intersection of Co. 8 1/2 St. & Ave 9E, face North, located Northwest of intersection. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TAMARACK 01EM; CO. 8 ST & AVE 9 1/2 E. YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 9 1/2E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TAMARACK 01W (DATES); CO. 8 ST & AVE 9 1/2 E. YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 9 1/2E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TAMARACK 02; CO. 8 ST & AVE 9 1/2 E. YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 9 1/2E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TAMARACK 03; CO. 8 ST & AVE 9 1/2 E. YUMA, Arizona 85365 | From intersection of Co. 8 St. & Ave 9 1/2E, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 00; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, face South, located Southwest of intersection. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 01; N. GILA LEVEE & CO. 2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 2nd St, face South, located Southeast of intersection. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 02; N. GILA LEVEE & CO. 2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 2nd St, face South, located Southeast of intersection. | 9/1/2022 | 5/31/2023 | 24 |

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| SMT Farms, LLC | FERGUSON 03; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 04E; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 04ME; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 04MW; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 04W; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 05; LAGUNA DAM RD. & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 3 1/2 St, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 06; LAGUNA DAM RD. & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 3 1/2 St, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 08; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 09E; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 09M; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|--|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | FERGUSON 09W; LAGUNA DAM RD. & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 10; LAGUNA DAM RD. & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 3 1/2 St, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 11; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 3 1/2 St, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 14E; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 14M; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 14W; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 16E; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 16W; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 18E; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 18W; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|---|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | FERGUSON 20E; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 20W; N. GILA LEVEE & CO. 3 1/2 ST YUMA, Arizona 85365 | From intersection of N. Gila Levee Rd. & Co. 3 1/2 St, head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 23; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 4 St, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 24; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 4 St, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 25; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 4 St, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 26; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 4 St, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 30E; CO. 6 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 6th St. & Ave 8E, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 31E; CO. 6 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 6th St. & Ave 8E, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 31W; CO. 6 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 6th St. & Ave 8E, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 32; CO. 6 ST & AVE 8E YUMA, Arizona 85365 | From intersection of Co. 6th St. & Ave 8E, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|---|--|-----------------|---------------|--------------------|
| SMT Farms, LLC | FERGUSON 33; CO. 6 ST & AVE 8E YUMA, Arizona 85365 YUMA | From intersection of Co. 6th St. & Ave 8E, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 34; CO. 6 ST & AVE 8E YUMA, Arizona 85365 YUMA | From intersection of Co. 6th St. & Ave 8E, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 35; CO. 6 ST & AVE 8E YUMA, Arizona 85365 YUMA | From intersection of Co. 6th St. & Ave 8E, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 38; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 YUMA | From intersection of Laguna Dam Rd. & Co. 4 St, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 39; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 YUMA | From intersection of Laguna Dam Rd. & Co. 4 St, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 40; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 YUMA | From intersection of Laguna Dam Rd. & Co. 4 St, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 41; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 YUMA | From intersection of Laguna Dam Rd. & Co. 4 St, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 42; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 YUMA | From intersection of Laguna Dam Rd. & Co. 4 St, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 43; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 YUMA | From intersection of Laguna Dam Rd. & Co. 4 St, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FERGUSON 46N; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 YUMA | From intersection of Laguna Dam Rd. & Co. 4 St, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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|------------------------------------|--|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | FERGUSON 47; LAGUNA DAM RD & CO. 4 ST YUMA, Arizona 85365 | From intersection of Laguna Dam Rd. & Co. 4 St, head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL S1; RIVERSIDE DR & STRAND AVE YUMA, Arizona 85364 | From intersection of Riverside Dr. & Strand Ave, face North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL S2; RIVERSIDE DR & STRAND AVE YUMA, Arizona 85364 | From intersection of Riverside Dr. & Strand Ave, face North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL S3; RIVERSIDE DR & STRAND AVE YUMA, Arizona 85365 | From intersection of Riverside Dr. & Strand Ave, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | 85364 YUMA, Arizona YUMA | From intersection of Riverside Dr. & Ave D, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL S5; RIVERSIDE DR & STRAND AVE YUMA, Arizona 85364 | From intersection of Riverside Dr. & Strand Ave, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL S6; 1ST ST & FIGUEROA AVE YUMA, Arizona 85364 YUMA | From intersection of 1st St. & Figueroa Ave, head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL 98; SOMERTON AVE & CO 15 ST Somerto, Arizona 85350 | From intersection of Somerton Ave & Co. 15th St., Head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL 99; AVE G & CO 14 ST YUMA, Arizona 85365 YUMA | From intersection of Ave. G & Co. 14th St., head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL 100; AVE G & CO 14 ST YUMA, Arizona 85365 YUMA | From intersection of Ave. G & Co. 14th St., head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |

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| SMT Farms, LLC | AFL 103; AVE G & CO 14 ST YUMA, Arizona 85365 YUMA | From intersection of Ave. G & Co. 14th St., head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | AFL 104; AVE G & CO 14 ST YUMA, Arizona 85365 YUMA | From intersection of Ave. G & Co. 14th St., head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | ANDERSON HOME 01; AVE G & CO 11 ST YUMA, Arizona 85364 YUMA | From intersection of Ave. G & Co. 11th St., head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRANDON 01; AVE H & HIGHWAY 95 YUMA, Arizona 85365 YUMA | From intersection of Ave. H & Hwy 95., head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | BRANDON 02; AVE H & HIGHWAY 95 YUMA, Arizona 85364 YUMA | From intersection of Ave. H & Hwy 95., head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | CURTIS 01; AVE D & 8TH ST YUMA, Arizona 85364 YUMA | From intersection of Ave. D & 8th St., head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | CRISPY 01; CO 11 ST & SOMERTON AVE YUMA, Arizona 85365 YUMA | From intersection of Co. 11th St & Somerton Ave., head East, on (South) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | E.BREECH 109; CO 11 ST & AVE D YUMA, Arizona 85364 YUMA | From intersection of Co. 11th St & Ave D, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | E.BREECH 110; CO 11 ST & AVE D YUMA, Arizona 85364 YUMA | From intersection of Co. 11th St & Ave D, head West, on (North) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | E.BREECH 111; CO 11 ST & AVE D YUMA, Arizona 85365 YUMA | From intersection of Co. 11th St & Ave D, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |

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| SMT Farms, LLC | E.BREECH 112; CO 11 ST & AVE D YUMA, Arizona 85365 YUMA | From intersection of Co. 11th St & Ave D, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | E.BREECH 126; AVE F & CO 12 ST YUMA, Arizona 85365 YUMA | From intersection of Ave. F & Co. 12th St., head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | E.BREECH 127; AVE F & CO 12 ST YUMA, Arizona 85365 YUMA | From intersection of Ave. F & Co. 12th St., head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 1; HOPE RD & LEVEE RD YUMA, Arizona 85365 YUMA | From intersection of Hope Rd. & Levee Rd., head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 2; HOPE RD & LEVEE RD YUMA, Arizona 85365 YUMA | From intersection of Hope Rd. & Levee Rd., head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 3; HOPE RD & LEVEE RD YUMA, Arizona 85365 YUMA | From intersection of Hope Rd. & Levee Rd., head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 4; HOPE RD & LEVEE RD YUMA, Arizona 85365 YUMA | From intersection of Hope Rd. & Levee Rd., head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 5E; HOPE RD & LEVEE RD YUMA, Arizona 85365 YUMA | From intersection of Hope Rd. & Levee Rd., head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 5W; HOPE RD & LEVEE RD YUMA, Arizona 85365 YUMA | From intersection of Hope Rd. & Levee Rd., head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 6; HOPE RD & LEVEE RD YUMA, Arizona 85365 YUMA | From intersection of Hope Rd. & Levee Rd., head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |

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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 § |
|------------------------------------|--|---|-----------------|---------------|--------------------|
| SMT Farms, LLC | FANTASY ISLAND 7; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 8; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head North, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 9; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 10; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head North, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 11; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 12; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 13; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 14; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | FANTASY ISLAND 15; HOPE RD & LEVEE RD YUMA, Arizona 85365 | From intersection of Hope Rd. & Levee Rd., head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | GARCIA 108; CO 11 ST & AVE D YUMA, Arizona 85365 YUMA | From intersection of Co. 11th St & Ave D, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |

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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 § |
|------------------------------------|--|--|-----------------|---------------|--------------------|
| SMT Farms, LLC | KAMMANN 68; AVE G & CO 14 ST YUMA, Arizona 85365 YUMA | From intersection of Ave. G & Co. 14th St., head North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | KAMMANN 69; AVE F & CO 13 ST YUMA, Arizona 85365 YUMA | From intersection of Ave. F & Co. 12th St., head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | MEYER 97; CO 12 ST & AVE D YUMA, Arizona 85365 YUMA | From intersection of Co. 12th St & Ave D, head North, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SMITH 105; CO 14 ST & HWY 95 YUMA, Arizona 85365 YUMA | From intersection of Co. 14th St & Hwy 95, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SMITH 114; CO 14 ST & HWY 95 YUMA, Arizona 85365 YUMA | From intersection of Co. 14th St & Hwy 95, head South, on (East) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SMITH 123; CO 14 ST & HWY 95 Somerto, Arizona 85350 YUMA | From intersection of Co. 14th St & Hwy 95, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | SMITH 124; CO 14 ST & HWY 95 Somerto, Arizona 85350 YUMA | From intersection of Co. 14th St & Hwy 95, head West, on (South) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (NORMA) 88E; CO 13 ST & BRIDGES AVE YUMA, Arizona 85365 YUMA | From intersection of Co. 13th St & Bridges Ave., head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TC (NORMA) 88W; CO 13 ST & BRIDGES AVE YUMA, Arizona 85365 YUMA | From intersection of Co. 13th St & Bridges Ave., head South, on (West) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TEAGUE 02; RIVERSIDE DR & STRAND AVE YUMA, Arizona 85364 YUMA | From intersection of Riverside Dr. & Strand Ave, face North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |

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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 § |
|------------------------------------|--|--|-----------------|---------------|--------------------|
| SMT Farms, LLC | TEAGUE 01; RIVERSIDE DR & STRAND AVE YUMA, Arizona 85364 | From intersection of Riverside Dr. & Strand Ave, face North, on (West) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | T.M. SMITH 01; 8TH ST & AVE E YUMA, Arizona 85364 YUMA | From intersection of 8th St. & Ave. E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | T.M. SMITH 02; 8TH ST & AVE E YUMA, Arizona 85364 YUMA | From intersection of 8th St. & Ave. E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | T.M. SMITH 03; 8TH ST & AVE E YUMA, Arizona 85364 YUMA | From intersection of 8th St. & Ave. E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | T.M. SMITH 04; 8TH ST & AVE E YUMA, Arizona 85364 YUMA | From intersection of 8th St. & Ave. E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | T.M. SMITH 05; 8TH ST & AVE E YUMA, Arizona 85364 YUMA | From intersection of 8th St. & Ave. E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | T.M. SMITH 06; 8TH ST & AVE E YUMA, Arizona 85364 YUMA | From intersection of 8th St. & Ave. E, head East, on (North) left hand side. | 9/1/2022 | 5/31/2023 | 24 |
| SMT Farms, LLC | TR-1 00; CO 11 ST & AVE D YUMA, Arizona 85365 YUMA | From intersection of Co. 11th St & Ave D, head South, on (East) right hand side. | 9/1/2022 | 5/31/2023 | 24 |
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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) * IRRIGATOR: Under the supervision of the Supervisor/Foreperson, performs general irrigation work of vegetable fields via drip/sprinkler irrigation; drip irrigation installation, repair, and maintenance; and sprinkler installation, repair and maintenance. Performs maintenance in and around vegetable fields such as weeding and thinning with a long handle hoe around irrigation valves and trash removals. Tractor driving activities for sprinkler irrigation pipe. Reports break downs and understands and abides by our safety procedures and performance standards. Fill out maintenance and progression sheet. Required basic knowledge of driving a tractor, must pass a tractor safety training and demonstrate ability to operate tractor in a safe manner. AGRICULTURAL EQUIPMENT OPERATOR: Workers will drive and operate various farm equipment, including tractors, to perform farm field preparation such as planting, cultivating, fertilizing, farming, and maintaining farms. Will attach and adjust farm implements to tractors such as discs, plows, lasers, rippers, cultivators, listers and planters and will ensure equipment is operating properly at optimum performances. Workers must conduct daily maintenance check prior to operating the tractor, must monitor equipment functionality, and operate tractors safely and efficiently over difficult terrain. Must have sufficient knowledge of tractor mechanics to make simple and minor adjustments and repairs to tractors. Workers will be required to understand and operate GPS operating system. Required to have knowledge of driving a tractor, must pass tractor safety training and demonstrate ability to operate tractor in a safe manner. CAL VAN DRIVER: Responsible for transporting workers from housing sites and pick up points to take to work sites and back, processing paperwork, inspections of vehicle fueling of and cleaning of vehicle. The employer assures that the drivers are paid, at a minimum the AEWR for actual driving time, processing paperwork, cleaning and fueling of vehicle. Cal Van drivers are to perform all duties related to the job descriptions when not driving. Employee may drive Cal Van on public roads. To drive a Cal Van, Employees must possess valid drivers' license (state issued) and must be able to pass Class B Physical exam and register as an FLCE driver. The employer will be responsible for the cost of the California Driver's License, Class B Physical Exam, and registration as an FLCE driver (if any). All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license (DL) and register as an FLCE driver on a voluntary basis. The Driver's License and FLCE Certificate are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a Driver's License or FLCE Certificate at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a DL or FLCE Certificate. Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties such as cleaning up field. In the event that an employee is injured while on the job, the Company will provide a temporary work assignment that will be as closely related to the job duties described herein, while the employee recovers from a work-related illness which meets with physician's clearance to return to work under specific limitations. The work assignment will not be a permanent position, it will be temporary to accommodate the injured worker under doctor's restrictions and time that may differ from the heavy field work described within. | | | |

b. Job Offer Information 2

| 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 eligible (i.e., work authorized) able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer. 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. For specific crew and start date information, workers may contact Lucia Saldana, (831) 784-1453 ext. 130 or Gabriela Lopez, (928) 627-2340 ext. 212. The employment application is completed on the first day of work and on that day the crews will receive an orientation/training session. Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. 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, Employer requests that the referring offices apprise applicants that they will be required to provide documentary proof of work authorization to the Employer. Walk-in applications will be accepted at: 12350 S. Tangelo Avenue, Yuma AZ 85365 Foothill Packing Referral Contact: Gabriela Lopez, (928) 627-2340 ext. 212 Lucia Saldana, (831) 784-1453 ext. 130 gabriela@foothillpacking.com lsaldana@foothillpacking.com Contact hours are Monday thru Friday between 9:00 a.m. and 11:00 a.m. and 1:00 p.m. to 3:00 p.m. 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. | | | |



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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|--|------|--|------------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Itinerary |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Foothill Packing has sole discretion, within the confines of applicable Federal and State laws, to hire Irrigator Workers, Agricultural Equipment Operators and Cal Van Drivers to work in this single site area. This includes hiring the specific number of workers needed to complete the work, as well as defining the period of need. In this case, we are hiring temporary, seasonal Irrigator Workers, Agricultural Equipment Operators and Cal Van Drivers for the period starting on September 1, 2022 through May 31, 2023. This is the typical season for the previously listed work in this region. All Field Workers assigned by Foothill Packing in these locations will work under the direct control of Foothill Packing and will work in Yuma County, Arizona. Employer will be working simultaneously at all field sites at a time throughout the contract period: September 1, 2022 through May 31, 2023. | | | |

d. Job Offer Information 4

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|--|------|--|--|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Wage Rates, Special Pay Information |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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 \$14.79 per hour performed in Arizona (unless the wage methodology is changed by the government or legal action). Higher or different wage rates may apply during contract period based on market conditions, but no less than the required wage rate. Employer assures that the required wage rate will be paid at the time that the work is performed. Employer may pay a lower AEWR or prevailing hourly or piece rate as long as such rate remains the highest of the above rates at the time that the work is performed. If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed. Hourly Wage Guarantees: Workers will be guaranteed \$14.79 per hour for work performed in Arizona (unless the wage methodology is changed by government or legal action). Cal Van Drivers: Cal Van Drivers will be guaranteed \$14.79 per hour for work performed in Arizona (unless the wage methodology is changed by the government or other legal action) Overtime: Overtime will not be paid for work performed in Arizona. Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Terminations |
| 3. Details of Material Term or Condition (up to 3,500 characters) * TERMINATIONS: The employer may terminate the worker 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 or refuses to follow written housing rules; (b) commits serious acts of misconduct; or (c) malingers 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; (e) and fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (f) violation of company policies and (g) other job-related reasons. Five unexcused absences by the worker will be considered a job-related reason for worker termination. All employees must respect and follow company policies as stated in the company handbook including any new or changed policies which may be communicated to workers during the course of the season. 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 if not covered by any protected leave. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality. Specifically, the work must adhere to the quality standards of the grower for which they are providing irrigation laboring. | | | |

f. Job Offer Information 6

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|--|------|--|-----------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Training |
| 3. Details of Material Term or Condition (up to 3,500 characters) * TRAINING: The Company shall provide approximately 1 hour of initial training generally conducted at the field site and up to 4 more hours of in-depth training for new hires once tractor drivers are well established throughout the season. Training will be provided to each worker for 5 days beginning on the first day of work and ending after 5 consecutive days from the first day a worker begins working. After completion of these 5 initial days of training (on day 6) workers are expected to reach the production standards of the activity based on the pace of the crew at the time work is performed. | | | |



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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|--|------|--|-----------------------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - COVID-19 Precautions |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>COVID-19 PRECAUTIONS: 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.</p> <p>Housing: Isolation/self-quarantine housing will be available. Alternative emergency housing may be coordinated through the county's emergency services at the time of need.</p> <p>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.</p> <p>COVID-19 Testing and Vaccinations: The employer is mandating testing and vaccinations prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge.</p> <p>Please note: Time spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.</p> <p>COVID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols:</p> <p>(b) COVID-19 testing.</p> <p>(1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except:</p> <p>(A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a).</p> <p>(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.</p> <p>(2) COVID-19 testing shall consist of the following:</p> <p>(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.</p> <p>(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).</p> | | | |

h. Job Offer Information 8

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|---|------|--|-----------------------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Production Standards |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>PRODUCTION STANDARDS: Employer does not pay a piece rate. Workers must be able to perform the job and its requirements as defined in this Clearance Order after a reasonable period of on-the job training. We consider 5 days as defined above a reasonable period of on-the-job training. The production standard includes keeping up with the pace of the irrigation crew in performing the required job duties and at the time work is performed. If workers fail to keep up with the crew after the above-referenced break-in period, workers will be notified and can be terminated for failure to meet production standards after a reasonable period of on the job training. However, the employer has determined to the best of its ability the following minimum production standard: Irrigators should be able to manage a minimum of 75 acres in a shift. Agricultural Equipment Operators depending on the activity being done with the tractor would be expected to do 15 to 50 acres in a shift.</p> | | | |



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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|---|------|--|--|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Required Departure, Retention of Documents, Agricultural Work |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| <p>REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.</p> <p>RETENTION OF DOCUMENTS: Employer will retain the required documentation in support of its application for 3 years from the date of certification. Earnings records will be retained for not less than 3 years after completion of the work contract.</p> <p>AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and Addendum will be provided to the worker by the employer no later than on the date the work commences. H-2A workers coming from a different H-2A employer will be given a copy of the contract no later than the time an offer of employment is made. H-2A workers will be given a copy of the contract no later than the date of the visa appointment at the U.S. consulate. A copy of the work contract will be in the language understood by the worker.</p> | | | |

j. Job Offer Information 10

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Company Regulations - Grounds for Discharge or Disciplinary |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| <p>General: All employees must respect and follow company policies as stated in the company handbook including any new or changed policies which may be communicated to workers during the course of the season. 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 or refuses to follow written housing rules; (b) commits serious acts of misconduct; or (c) malingers 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; (e) and fails, after completing any training or break-in period, to reach production standards when production standards are applicable; or (f) violation of company policies and (g) other job-related reasons. Five unexcused absences by the worker will be considered a job-related reason for worker termination.</p> <ol style="list-style-type: none">Excessive absenteeism or tardinessa. If you know that you will be absent from work the following day, inform your foreman and give him the reason why you will not be reporting for work. Any reasonable absence will be considered an excused absence. An employee with the fourth unexcused absences will be subject to dischargeb. If you know that you will be late the following day, inform your foreman in advance. If you have trouble getting to work in the morning, call the Company office and ask them to inform your foreman. Being late for work on more than three days without giving prior notice or calling in will be considered ground for dismissal.Failure to meet production standards; After the fifth day of employment (on day 6) workers are expected to reach the production standards of the activity based on the pace of the crew at the time work is performedUnauthorized use of machinery or equipmentUnsafe or careless use of machinery or equipmentRepeat damage to machinery or equipmentBeing under the influence of alcohol or illegal drugsGambling, horseplay, fighting or deliberately injuring another employee on the job.Disregard of safety rulesStealing company or employee propertyPossessing firearms or illegal weaponsLeaving the worksite without informing the foremanBringing unauthorized people in to the work areaHaving overnight guests or prostitutes in the company operated housing.Solicitation of money or merchandise at the worksite without the permission or managementWillfully damaging Company or employee property. Workers will be charged for willful damage or loss to such tools or equipment.Providing false information on the employment applicationsSleeping on the job.Possession of pornography in company housing, transportation or job site.Possession of illegal drugs in company housing, transportation or job site.Violation of Zero tolerance policies such as Harassment, violence or aggression and being under the influence of alcohol and/or drugs.Violations of Housing posted housing rules.Violation of Food Safety Policies and Protocols | | | |



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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|--|------|--|--|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Anticipated Hours of Work |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) * The normal work week is 6 hours per day, Monday through Friday and 5 hours on Saturday (35 hours per week). Saturday work is required. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Additional hours may be available on an as needed basis. However, Employer does not require overtime or work on Sundays and Federal Holidays.</p> <p>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 Foothill's policies in its handbook.</p> <p>Start times vary depending on the weather and working conditions may change (rain and frost). The workday start times may vary between 4:00 am and 7:00 am and the workday end times vary between 10:30 a.m. to 1:30 p.m. depending on the start time. Work can start early in the morning. Workers must be able to work varying shifts as required by the season and work performed. Workers are notified of any change in the start time. Occasionally nighttime work between 5:00pm to 11:30 pm due to extreme temperature.</p> <p>Employees are expected to take meal and rest periods as outlined below. Rest and Meal periods will be staggered accordingly, an unpaid lunch break of 30 minutes for every 5 hours of work and 10 minutes paid rest period for every four hours worked or major fraction thereof. In a workday of more than 10 hours, a second unpaid meal period of 30 minutes is authorized but may be waived if working 12 hours or less and the first meal period was taken. The second meal period cannot be waived if working more than 12 hours. Employees will be relieved of all work during meal and rest periods, if rest periods are interrupted by work, employees must notify management.</p> <p>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.</p> <p>Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p> | | | |

l. Job Offer Information 12

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Housing Policies Part 1 |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) * Calle Ocho Apartments will provide Foothill Packing, Inc. with accommodations for 24 workers during the contract period, occupying 3 apartments, 3 bedrooms with 2 1/2 full bathrooms, full cooking facilities & utensils, refrigerator, & dining area. Calle Ocho has 2 refrigerators per apartment and only 1 recreational room. Each apartment unit can accommodate 10 people per apartment. Laundry facilities are available on site with wash basins free of charge. Each worker will be provided with their own bed & a place to store their belongings. Employer will provide Field Workers transportation for the purchase of groceries.</p> <p>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 be clean and meet applicable 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). Failure to comply with these rules may result in action, up to and including removal from the housing and termination of employment.</p> <p>Family housing: 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 Yuma County, Arizona to provide family housing. Workers may be reached at the following address and phone number: ADDRESS: 12350 S. Tangelo Avenue, Yuma, AZ 85365 PHONE: Contact: Gabriela Lopez, (928) 627-2340 ext. 212 Lucia Saldana, (831) 784-1453 ext. 130 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 Lucia Saldana, (831) 784-1453 ext. 130 or Gabriela Lopez, (928) 627-2340 ext. 212.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the work site, the pre-designated pick-up points, and/or from their housing location. Workers who elect to provide their own housing will also 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 work site. They may also decide to provide their own transportation to and from 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.</p> | | | |



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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Housing Policies Part 2 |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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.</p> <p>Housing is offered to workers only. No housing will be provided to non-workers.</p> <p>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.</p> <p>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 times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>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.</p> | | | |

n. Job Offer Information 14

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Housing Information |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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. DOL has recognized approximately 85 miles from Yuma as the normal commuting distance for this area. Housing will be located at, Calle Ocho Apartments in Yuma, AZ.</p> <p>The employer provides free dormitory-style housing which meets local, state, and federal standards. Housing is in apartments leased by the Company which conforms to DOL-mandated housing standards within applicable federal statutes, regulations, and codes. The Company assures that all rental and/or public accommodations will meet local, state, or federal standards.</p> <p>Housing is located at Calle Ocho Apartments, 764 S. 21st Avenue, Yuma, AZ 85364:</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Cont'd - Termination |
| 3. Details of Material Term or Condition (up to 3,500 characters) * TERMINATION. All workers will be subject to a two-day introductory period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the introductory period if the worker's performance fails to satisfy the employer's reasonable expectations or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the two day introductory period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large. | | | |

p. Job Offer Information 16

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Location of Fixed Site Grower Office Headquarters |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Irrigation work, Agricultural Equipment Operators and Cal Van Drivers will be completed at ranch locations in Yuma County, Arizona on behalf of the following fixed site growers: SMT Farms, LLC. The company's corporate headquarters are located at: SMT Farms, LLC: 8420 E. US Highway 95, Yuma, AZ 85365. Contact: Sidney Tanaka Phone: (928) 341-9616 Directions: Head north towards W 19th St, turn right onto W 19th St, turn left onto S. 4th Ave. Turn right after Taco Bell. Continue straight onto US-95 N/W 16th St, turn left and continue straight. Destination will be on the left. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Employer Address |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Foothill Packing, Inc. (also referred to herein as "Foothill Packing" "Employer" or "Company") is headquartered in Salinas, California (1582 Moffett Street, Ste. G, Salinas, CA 93905, Phone: (831) 784-1453). Its Arizona office is located at 12350 S. Tangelo Ave., Yuma, Arizona 85365 Phone: (928) 627-2340. The Employer has designated this office as the Application site. | | | |

r. Job Offer Information 18

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Inbound/Outbound Transportation |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment. | | | |



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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Inbound Transportation |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Inbound: Employees in the H-2A program (U.S. corresponding workers who are unable to return to their permanent place of residence on a daily basis and H-2A workers) are reimbursed for travel and food expenses incurred from the place of recruitment to the final job destination. For H-2A workers, Foothill provides transportation buses that pick up the employees from the place of recruitment, takes them to the consulate appointments and drops them off at the designated housing facility near the place of employment. This whole process is verified through the pay stubs of their subsistence checks and is cross checked by matching it to the paperwork the employees sign asserting that they did receive reimbursement for travel expenses. For U.S. workers, if Foothill advances the costs of inbound transportation to H-2A workers, Foothill will also advance such costs for U.S. workers who are unable to return to their permanent place of residence each day. The amount each employee is reimbursed varies and is dependent on the place of recruitment, days of travel and length of consulate appointment process. | | | |

t. Job Offer Information 20

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Inbound and Outbound Transportation |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Inbound and Outbound Transportation: 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 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. The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize the transportation offered by the Company. Such voluntary transportation will include buses, vans, and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers will not be compensated for any travel time to or from the work site and employer-provided housing or any pre-designated pick up point provided by the company. Workers are free to provide their own transportation to and from the daily work site. 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. For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment as defined above. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers. Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.) | | | |



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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Inbound/Outbound Transportation Cont |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Unless paid in advance, employer reimburses inbound travel costs with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage; remainder of travel costs reimbursed upon completion of 50% of the contract period or earlier. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate. In the event that the DOL publishes a new subsistence rate applicable to any portion of the employment period covered by this job offer which is higher or lower, the employer may pay the lower rate at the employer's discretion, beginning with the effective date of the published change. | | | |

v. Job Offer Information 22

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Outbound Transportation |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Outbound: Foothill will provide a bus for the workers to travel from the place of employment to the Border. Foothill 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. Foothill will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for Foothill from beyond a reasonable commute distance, Foothill will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment. Subsistence will be reimbursed at the rate of \$14.00 per day without documentation and actual expenditures, and at actual cost up to a maximum of \$59.00 per day with documentation of actual expenditures. The amount of reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved. The Company may elect, at the Company's sole discretion and/or if required by law, to reimburse workers' inbound transportation and subsistence costs at an earlier time than set forth in the preceding paragraph. If the worker completes the period of employment, the Company will provide or pay for the worker's transportation and subsistence from the place of employment to the place from which the worker came to work for the employer which is the place of recruitment as defined above. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period, or who are terminated for cause. For the purposes of this paragraph, the "period of employment" shall be the period from the first workday the worker is at the Company's work site and is ready, willing, able and eligible to work, until the anticipated ending day of employment set forth in Item 9 of this Clearance Order, or until the services of the worker are no longer required, whichever comes first. If a sufficient number of able, willing qualified and eligible workers are available in a single facility at the same time to come to work for the Company from a location beyond normal commuting distance, the Company may arrange transportation and subsistence at the most economical rate attainable for such workers. Such transportation will be at the workers' expense. The cost of inbound transportation and subsistence will be reimbursed as set forth in this Clearance Order. In the event of the death of a worker during the time the worker is employed under this Clearance Order, the worker's remains will be returned to the worker's permanent home at no cost to the worker or the worker's family. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Daily Transportation |
| 3. Details of Material Term or Condition (up to 3,500 characters) * For workers residing in employer provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation. 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 pre-designated pickup point is located at Calle Ocho Apartments, 764 S. 21st Avenue, Yuma, AZ 85364. 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 CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use. Employees will not be paid for commute time. | | | |

x. Job Offer Information 24

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| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - Meal Provision Continued |
| 3. Details of Material Term or Condition (up to 3,500 characters) * For workers residing in employer-provided housing, employer also provides free transportation once per week on the weekends (Saturday or Sunday) to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(9). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor. | | | |



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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Minimum Job Qualifications |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Must have 1-month work experience as an irrigator and agricultural equipment operator as defined in this application. Specific requirements include lifting 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 bending and working in bent or stooped positions. Must be able to walk on uneven ground and stand up extensively. No smoking, alcohol, firearms in field or housing.</p> <p>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.</p> <p>This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times. Workers must listen to, understand and follow instructions of company supervisors and managers.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the irrigation, general labor, and operation dictate. Workers will be assigned to specific worksites by the company.</p> <p>Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Lunch must be eaten in the assigned area(s) away from the employee's work site and accordance to company Food Safety policies.</p> <p>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 all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Foothill Packing 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.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All Foothill Packing rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations.</p> | | | |

z. Job Offer Information 26

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Job Requirements - Housing |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law. If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the listed housing, if applicable.</p> | | | |



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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Work Rules Part 2 |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>15. Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.</p> <p>16. Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by employer, may sleep in housing.</p> <p>17. Workers may not interrupt other workers' rest/sleep periods by excessive or unnecessary noise or commotion.</p> <p>18. Workers may not deliberately restrict production or damage products/commodities.</p> <p>19. Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination.</p> <p>20. Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.</p> <p>21. Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.</p> <p>22. Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.</p> <p>23. Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.</p> <p>24. Workers may not falsify identification, personnel, medical, production or other workrelated records.</p> <p>25. Workers may not drive any vehicles on employer's property without proper licensing, if required.</p> <p>26. Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers.</p> <p>27. Workers must report any damage or breakdown of equipment, tools, or other property belonging to the employer.</p> <p>28. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.</p> <p>29. Workers may not misuse or remove from the farm premises without authorization any employer-owned property.</p> <p>30. Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.</p> <p>31. Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.</p> <p>32. Workers must follow supervisor's instructions. Insubordination is cause for termination.</p> <p>33. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.</p> <p>34. Workers may not make long distance phone calls without employer's explicit permission.</p> <p>35. Workers must take care to handle tools and equipment and product in a manner to avoid injury or damage.</p> <p>36. Workers must use toilet and handwashing facilities and practice good personal hygiene.</p> <p>37. Use of personal electronic devices, including cell phones is generally not permitted during working hours.</p> | | | |

. Job Offer Information 28

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Work Rules Part 3 |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>38. Workers must not interfere with the performance of fellow workers. 39. Workers must drink water often on hot days.</p> <p>40. Workers who quit or are terminated for cause prior to the completion of the employment period may not be eligible for rehire in the future, unless the termination is a mutual agreement between the employer and employee.</p> <p>41. In the event that the employer issues electronic badges for timekeeping and/or piece rate tabulation, workers must keep badges in their possession at all times during work hours.</p> <p>42. Employer reserves the right to enter housing at any time. Inspections may be performed to ensure housing meets applicable standards.</p> <p>43. Excessive absences or tardiness is not permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period. Excessive tardiness is defined as unexcused arrival for work after the regularly scheduled time for three consecutive days or late for five unexcused days within a 30-day period. Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:</p> <p>First Offense: Oral warning and correction.</p> <p>Second Offense: Written warning and unpaid leave for balance of day. Third Offense: Immediate termination. Worker will be asked to sign written fact statement.</p> | | | |



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H. Additional Material Terms and Conditions of the Job Offer

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Additional Terms and Conditions of Employment |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) * All Food Safety rules must be adhered to, including following company food safety policies. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work, which includes a Dispute Resolution Agreement outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters. Employees will have access to the Job Service Complaint System, as described in 20 CFR part 658, subpart E. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.</p> <p>No non-workers will be permitted at the worksites or on Company property without permission of the company except where access is required and/or limited, pursuant to California Labor Code Sections 1140.2 and 1152 and 8 California Code of Regulations 20900. Specifically, no persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors must sign in and out of company premises and housing upon arrival and departure and are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the work site 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.</p> <p>Employees must not report for work, enter the work site 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 service, 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 employer may require the worker to submit to a drug test after hire at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion.</p> <p>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, hand tools, hard hats, and personal safety protection, will be provided 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 a dishonest or willful act, or by the gross negligence of the employee.</p> | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Work Rules Part 1 |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) * These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Repeat or severe violations of the Work Rules may result in immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.</p> <ol style="list-style-type: none">Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. Workers must raise safety and health concerns with the employer.Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses.Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work prior to the scheduled start time. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence).Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them.Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions.Workers assigned to bunk beds in employer-provided housing may not separate bunk beds.Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing.Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles.Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water.Workers may not sleep, waste time, or loiter during working hours. Workers may not engage in horseplay, scuffle or throwing things during work hours.Workers may not leave the field or other assigned work area without permission of employer or supervisor.Workers may not enter employer's premises without authorization. | | | |

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Authorized Deductions |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Authorized Deductions: 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; ; \$20.00 check "stop payment" for lost checks, if applicable and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage. | | | |

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - First Work Week Guarantee |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * First Work Week Guarantee: The Company will provide United States workers referred through this Clearance Order with 35 hours of work for the week beginning with the anticipated starting date of employment set forth in Item 9 (ETA-790 Form) unless the employer amends the date of need in accordance with 20 CFR §653.501 (d) (2) (v). If the worker fails to confirm the starting date of employment with the order-holding office between 5 and 9 working days before the date of need set forth in Item 9 (ETA-790 Form), the worker will be disqualified from this assurance. For the purposes of this guarantee, a workday shall mean 6 hours per day Monday through Friday plus 5 hours on Saturday and shall exclude Sunday and Federal holidays. The hourly rate applicable to the first work week guarantee is \$14.79/hr. (All workers begin work in Arizona.). | | | |

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - 3/4 Guarantee |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>¾ Guarantee: Employer guarantees to offer employment for a minimum of ¾ of the hours and workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after a worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the ¾ guarantee period ends on the date of termination. Employer is not liable for payment of the ¾ guarantee to H-2A workers if the H-2A worker is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655. 135(d) (50 percent rule).</p> <p>If the employer fails to provide the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of work hours. In determining whether this guarantee of employment has been met, the employer will count all hours of work actually performed (including hours over 6 in a day voluntarily worked, and hours voluntarily worked on Sunday and/or Federal holidays), and any hours of work offered which the worker fails to work, up to a maximum of 6 hours Monday through Friday plus 5 hours on Saturday provided such hours offered and not worked are shown on the worker's paystub.</p> <p>If the worker voluntarily abandons employment before the end of the period of employment set forth in Item 9, or is terminated for cause, the worker is not entitled to the guarantee set forth above.</p> <p>The hourly rate for purposes of the ¾ guarantee is \$14.79/hr. (unless the wage methodology is changed by the government or other legal action). The employer will take into account the average hourly rate when computing the ¾ guarantee if the duties are combined. If the workers are paid on a group rate basis for a specific activity, the guarantee is based on the average hourly group rate earning or the required hourly wage rate, whichever is higher.</p> | | | |

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Abandonment of Employment or Termination for Cause |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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 will notify the DOL and, if applicable, the DHS, in writing no later than 2 working days after termination. Employees will be deemed to have abandoned the contract regardless of any express termination for cause, if such employee fails to show up for work at the assigned time and place for 5 consecutive work days. When employer timely complies with the notice requirement, employer is not responsible for the worker's return transportation and the worker is not entitled to the ¾ guarantee.</p> | | | |



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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Contract of Impossibility |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Contract of Impossibility: If, before the ending date of the period of employment set forth in Item 9, the services of the worker are no longer required for reasons beyond the control of the Employer, due to fire, weather, or other Act of God that makes the fulfillment of the anticipated period of employment impossible, the Company may terminate the worker's employment. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination, the employer will fulfill the above $\frac{3}{4}$ guarantee for the period that has elapsed from the first workday the worker is at the employer's place of employment and is ready, willing, able and eligible to work, until the date employment is terminated. The employer also assures that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and, where applicable, consistent with existing immigration laws.</p> <p>In situations where a transfer is not affected, the employer will: 1) offer to return the worker at the Company's expense, to the place from which the worker, disregarding intervening employment, came to work for the Company, or 2) transfer the worker to the worker's next certified H-2A employer, whichever the worker prefers; and 3) reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment (if such deductions exist, if reimbursement has not yet been made, or if the employer did not advance such payments). The employer will also ensure that workers are paid for any inbound transportation and subsistence costs if such workers have not yet been reimbursed or if the employer has not advanced such costs. Reimbursement for daily subsistence and transportation are \$14.00 per day and up to \$59.00 a day with receipts under the same terms as Item 19 of this clearance order.</p> <p>Throughout this contract, for purposes of inbound and outbound transportation and subsistence reimbursement, for H-2A workers, the place from which the worker came to work for the Employer are the designated places of recruitment: Guasave, Zamora and Acambaro Mexico. The recruitment location for reimbursement is based on where the applicant applied for and interviewed for the H-2A job opportunity. For U.S. workers who reside outside a reasonable commute distance, the place of recruitment is also where the applicant applied for and interviewed for the H-2A job opportunity.</p> | | | |

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Earnings Statements |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Earnings Statements: The employer will furnish to the worker on each payday a written statement with the following information, pursuant to 20 CFR sec. 655.132(k) and applicable state laws (if any):</p> <ol style="list-style-type: none">1. The workers total earnings for the pay period;2. The workers 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 paragraph (i) of this section, 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; and8. The employers name, address, and FEIN. <p>Employer assures that the earnings records required to be retained in its files will be made available for inspection as set out in 20 CFR 655.132(j)(2).</p> | | | |

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| 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) * | | | |
| <p>Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period.</p> <p>Employee checks that are stolen, destroyed or lost while in their possession must be reported immediately to their Supervisor or Foreman and a request for a new check filed with Payroll along with an authorization to deduct the "Stop Payment" fee from the reissued paycheck. A "Stop Payment" order will be placed with the Bank. If the check has not cleared within 10-days, a new check will be issued. The employee will be charged \$20.00 to cover "stop payment" processing costs. If the employee's check clears before the "Stop Payment" order is in place, Foothill Packing Inc. will not issue a new check.</p> | | | |

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Worker's Compensation and Surety Bond |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| <p>Worker's Compensation: All employees are covered by workers' compensation insurance in accordance with Arizona law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers' compensation policy will remain valid throughout the contract period.</p> <p>A workers' compensation and employer's liability insurance policy is held by Foothill Packing covering the Workers Compensation Law of the States of Arizona. Insurance coverage is provided by XL Insurance America, Inc. The policy number is: RWC5000457-07. The Policy is effective beginning 02/01/2022 and expires 02/01/2023.</p> <p>Surety Bond: The Company has purchased the required surety bond in the amount of \$5,000 made payable to the Administrator, WHD, United States Department of Labor and remains in effect for 2 years from the last date of the H-2A contract period. This surety bond complies with the regulations set out at 29 CFR section 501.9.</p> | | | |



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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Deductions From Pay |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * DEDUCTIONS. Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, courtordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing. | | | |

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay deductions Cont'd |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence. If the employer receives a fine for acts committed by a worker on the road while driving an employer provided vehicle or equipment and he or she is at fault, the fine amount will be deducted from the employees' wages when expressly authorized by the worker in writing. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. In accordance with 8 CFR § 214.2(h)(S)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. FIRST WEEK'S PAY. Failure to contact the respective SWA office within the timeframe specified in 20 CFR § 653.501 (c)(3)(i) shall disqualify any applicant from the assurances set forth therein. RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure. ADDITIONAL PAY DETAILS. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES. REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations. NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order. DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtain an extension of status. | | | |