OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

A. Job Offer Information

1. Job Title * Field Workers: Bell Pepper Harvesters

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	48	48	3. First Date * 7/3/2023	4. Last Date * 8/6/2023

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. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

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

7. Hourly Work Schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 12 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

H-2A and corresponding domestic workers must be available to perform each of the following job activities in connection with the harvesting and farming operations:

Field Workers: Bell Pepper Harvesters, General Labor, Forklift Drivers, Tractor Drivers, General Farm Labor / General Ranch Maintenance to perform the following duties:

Field workers will harvest bell peppers, pick, sort and pack peppers, weeding (long-handled hoe), putting on and removing row covers, removing stakes and string.

Forklift Driver:
Sits down on the forklift and performs the following:
1.Moves knobs in the machine to move loads (bins or pallets) from one trailer to another in fields.
2.Loads and unloads from trailer, empty containers and containers full of product in fields.

Tractor Driver Specifications: The tractor driver is responsible for inspecting the tractor. Duties include getting in and out of the fields. The tractor driver takes empty bins, goes into the lot and sets them throughout the lot for workers to fill with product. The tractor driver gets in and out of the field as bins are set. Once workers fill up the bin, the tractor driver gets into the lot to take out the bins full of product. The tractor driver takes them out of the field and once out the field, a forklift transfers the product into the trailer. Cycle is repeated.

General Ranch Maintenance / General Farm Labor includes, but is not limited to, on the farm road maintenance and dust control to farm roadways by means of farm equipment.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 18 . 65	☑ HOUR ☐ MONTH	$ 00 . 00	Bonus: A discretionary bonus may apply. Overtime and Benefits: The employer will abide by the required Federal or applicable State laws when paying overtime and benefits to employees performing the listed activities herein.

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☑ Yes ☐ N/A

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

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

H-2A Case Number: H-300-23124-994262 Case Status: Full Certification Determination Date: 06/05/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. * 1

3. Training: number of months required. * 0

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

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☑ d. Drug screen
☑ e. Lifting requirement 25 lbs.
☑ f. Exposure to extreme temperatures
☐ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? * ☐ Yes ☑ No

5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §

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

See Addendum C

C. Place of Employment Information

1. Place of Employment Address/Location *
Baloian Farms: Fanucchi Ranch - Hwy I66 and Hwy 99

2. City *	3. State *	4. Postal Code *	5. County *
Mettler	California	93313	Kern

6. Additional Place of Employment Information. *(If no additional information, enter "**NONE**" below)* *

Harvesting work will be performed in the fields in Kern County (Mettler), California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the harvesting will be completed at the following location which is owned or operated by Baloian Farms (Grower). Itinerary: Employer will be working at all locations simultaneously throughout the contract period: July 3, 2023 through August 6, 2023.

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☐ Yes ☑ N/A

D. Housing Information

1. Housing Address/Location *
La Quinta Inn 3232 Riverside Dr.

2. City *	3. State *	4. Postal Code *	5. County *
Bakersfield	California	93308	Kern

6. Type of Housing *(check only one)* *
☐ Employer-provided (including mobile or range)
☑ Rental or public

7. Total Units * 12

8. Total Occupancy * 48

9. Identify the entity that determined the housing met all applicable standards: *
☐ Local authority ☑ SWA ☑ Other State authority ☐ Federal authority ☐ Other (specify): _____

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

Directions to housing: via CA-99 S; Head south on CA-99 S 2.2 mi; Use the right 2 lanes to take exit 20 toward Panama Ln 0.2 mi; Use the 2nd from the left lane to turn left onto Panama Ln 0.2 mi; Turn right; Destination will be on the right 423 ft.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ N/A

E. Provision of Meals

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

*Employer will offer all workers residing in the employer-provided housing with 3 meals a day, 7 days per week, at a reasonable cost not to exceed $16.00 for three meals per day (or higher when/if the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request). Breakfast and a packed lunch are distributed to each worker at a designated area with tents, tables, and chairs. Dinner will be served at the same designated area when the workers return from work. The workers also have the option of eating in their room. All meals provided (by Juan Bautista dba El Sandillon) 831-970-8491 will meet the nutritional and dietary guidelines.

*Employer will request a higher meal charge of $16.00 for three meals per day to the Department of Labor - Chicago National Processing Center.

2. The employer: *	☐ **WILL NOT** charge workers for meals.		
	☑ **WILL** charge each worker for meals at	$ 16 . 00	per day, if meals are provided.

F. Transportation and Daily Subsistence

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

See Addendum C

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

Inbound: The employer will provide charter bus services to transport the workers to the place of employment from the place from which the worker has come to work for the employer. In instances, the employer will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved.

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	$ 15 . 46	per day *
	b. no more than	$ 59 . 00	per day with receipts

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 (760) 352-5212	3. Extension § N/A	4. Email Address to Apply * agdatahr@agdataglobal.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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 places of employment for which the employer is requesting temporary agricultural 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 or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

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), .210(d), or .302(c).

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). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

   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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. Transportation from Place of Employment (Outbound)

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

   If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

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

    A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

    If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first 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/or 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 §
Ridaura	Leticia	
4. Title *		
Chief Operating Officer		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	5/19/2023

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
1	Field Workers: Bell Pepper Harvesters, General Labor, Forklift Drivers, Tractor Drivers,	$ 18 . 65	Hour	
2	General Farm Labor / General Ranch Maintenance	$ 18 . 65	Hour	
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

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 §
Baloian Farms: Fanucchi Ranch	Hwy I66 and Hwy 99 Mettler, California 93313 KERN		7/3/2023	8/6/2023	48

D. Additional Housing Information

H-2A Case Number: H-300-23124-994262 Case Status: Full Certification Determination Date: 06/05/2023 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); re-issue check policy: after the first loss, mutilation or expiration of a worker's check, the company will charge $25 dlls of processing fee for every check that is lost, mutilated or expired, regardless of the amount of the check, for any reason other than the company's responsibility; The employer will not deduct from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of housing, furnishings, tools or equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any).

b. Job Offer Information 2

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

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

1-month experience in bell pepper harvest. Written verification of experience is required. Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 25 pounds in the course of performing required activities. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.

The company's Employment Arbitration Agreement is set forth in this Clearance Order outlining the procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions

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

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer.

Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

Walk-in applications will be accepted at:

Address: 101 E. Main Street, Heber, CA 92249
Phone number: (760) 352-5212

FHI Referral Contact: Erika Chavez and Salome Ramirez
Email address: agdatahr@agdataglobal.com

Contact hours are Monday thru Friday between 8:30 a.m. and 12:30 p.m. and 2:00 p.m. to 4:30 p.m. (Regular Business Hours), except on federal holidays. The employer will interview applicants by phone and in-person by appointment. Gate or walk-in traffic during Regular Business Hours may request an application and schedule an appointment for a phone or in person interview. Telephone or in-person interviews will be at no cost to workers. Applicants, State Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may call for an interview during Regular Business Hours or call for an application and submit the completed application to FHI, LLC c/o Erika Chavez, 101 E. Main Street, Heber, CA 92249, Phone number: (760) 352-5212. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. 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.

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.

d. Job Offer Information 4

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

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

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 / centralized pick up points (i.e., housing site(s)) to and from the daily work site. The use of this transportation is voluntary.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation (cont'd)

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

Outbound: The employer will provide transportation by means of charter buses from the place of employment to the place from which the worker departed.

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 is the designated place of recruitment: San Quintin and Mexicali, Mexico. For U.S. workers who reside outside a reasonable commute distance, the place of recruitment is where the applicant applied for and interviewed for the H-2A job opportunity.

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

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.

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.

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation (cont'd)

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

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. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include buses, vans, and carpooling using CalVans and will be in accordance with applicable laws and regulations. In this case, the Employer will use 1 bus and 1 CalVan to transport its workers. The Employer has a fleet of 15 buses with seating capacity between 40 - 44 workers per bus and a fleet of 18 CalVans with seating capacity for 15 workers per CalVan. Workers are free to provide their own transportation to and from the daily work site.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), 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.

FHI will provide bunk beds for all housing rented; beds per room are based on 50 square feet per person per room per code (bathroom and kitchen not included in square feet calculation). All rooms are provided with solid wood doors, screened windows and first aide kits.

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. 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 Rules", a copy of which will be provided to each worker on or before the first day of work. 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). Housing unit will be inspected at least once per week by a housing supervisor or a company representative to ensure it is kept clean and in good condition.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.

The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.

Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.

No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.

h. Job Offer Information 8

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

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

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.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Cannot be color blind due to the need to distinguish colors of the product. Must be able to use shears, clippers and other agricultural tools (i.e., hand saw (can be powered by gas)); no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Proficiency in English or Spanish is required for training and safety purposes. Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.

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.

General Specifications: Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a professional and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.

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

j. Job Offer Information 10

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

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

All safety rules and instructions must be meticulously observed throughout the workday. All FHI 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. All Food Safety rules must be adhered to, including the wearing of, but not limited to, hairnets, beard nets, plastic gloves, aprons, sleeves. 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/Arbitration Agreement (provided herein) outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.

No persons conducting activities prohibited by law are permitted on company premises or in housing. No visitors are allowed, without written request by employee to the designated H-2A housing manager, requests for visitors may be denied for no cause. No members of the opposite sex may be in housing rooms at any times. Visitors 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.

Workers may not report for work, enter the work site, or perform services while under the influence of or having used alcohol or any illegal controlled substance. The possession or use of illegal drugs or any alcohol on any work site, housing site or property of the employer is prohibited and will be cause for termination and/or suspension. Workers must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers). The company may conduct laboratory exams or any other means of testing or medical evaluations when situations occur during the course of job that require it. The medical exam will be conducted by a designated physician and/or laboratory selected by the employer. All costs associated with the medical evaluation will be paid by the employer. Smoking is not permitted inside the farm.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements(3)

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

Workers may not use or possess alcohol, drugs, cannabis (marihuana), or pornographic materials in the employer housing areas and transportation vehicles. Employees and/or employees' belongings may be subject to inspection by the employer. Inspections or searches for prohibited materials (including but not limited to illegal narcotics, illegal firearms, illegal paraphernalia drug used for drug use) that may be used may be conducted by an independent security service or by Company personnel. Inspections or searches for prohibited materials may be conducted on a regular basis at locations that include Company provided transportation, employee housing, and in the fields. Because even a routine search might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace, housing, or employer-provided transportation any item of personal property that they do not wish to reveal to the Company. Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that the Company will base any disciplinary decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to the reasonable suspicion that the employees were in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the Company of information that clear them of suspicion.

With the exception of activities involved in labor organization under the NLRA or other applicable laws, authorized persons or invited guests must announce their presence on the premises upon request – check in / check out with the H-2A housing supervisor on site.

The employment described in this Clearance Order is not covered by a collective bargaining agreement. The terms of this Clearance Order, and accompanying documents, will govern the employment, including provisions for discipline, discharge and grievances.

Tools and equipment: Tools and equipment include knives, hairnets, beard nets, plastic gloves, aprons, sleeves 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.

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements(4)

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

Training and Production Standards: Training will be provided in the field by foreman during the first week of an employee's work. Workers will be provided a 3-day training or break-in period after which they must demonstrate the ability to perform the job duties defined herein. Workers must reach production standards by the fifth day of work, including the 3-day training period. Because the average rate of a worker varies throughout the season based on weather, crop quantity, size, and variety, and other factors, there is no constant minimum number of cartons that are required to be picked throughout the season. However, the employer has determined to the best of its ability the following minimum production standard: each worker must keep up with 70% of the crew average for their crew for each work day. The daily output for a given crew may vary according to crop, field site, and time that work is performed, but in the past, the per-worker output has averages between:

•400 cartons packed per hour

Therefore, workers will be expected to pack a minimum number of cartons per hour which is determined by comparing a worker's hourly productivity to other workers assigned to the same commodity, crop variety, field site and location within a field site and at the time that work is performed. Employer will review workers' productivity on a daily basis. If workers fail to keep up with 70% of the crew average, workers may be offered alternative jobs involving other job duties included in this job order, if available, or, after notice, workers may be terminated for cause.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements(5)

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 (attached herewith); (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) other job-related reasons; and (f) reasons for termination as specified on Exhibit "A" – Company Regulations attached. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work related reasons and are unable to perform essential functions of the job will be released for cause.

COMPANY REGULATIONS-Grounds for Discharge or Disciplinary Action

General: The employer may terminate the worker with notifications to the State Workforce Agency (SWA) 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 (attached herewith); (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) or other job-related reasons. Three unexcused absences by the worker will be considered a job-related reason for worker termination.

1. Excessive absenteeism or tardiness.
a. 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 three unexcused absences will be subject to discharge.
b. 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 grounds for dismissal.
2. Failure to meet performance standards: Workers are expected to keep pace with their crew after the fifth day of employment (35 hours).
3. Unauthorized use of machinery or equipment.
4. Unsafe or careless use of machinery or equipment
5. Repeat damage to machinery or equipment.
6. Being under the influence of alcohol or illegal drugs.
7. Gambling, horseplay, fighting or deliberately injuring another employee on the job.
8. Disregard of safety rules.
9. Stealing company or employee property.
10. Possessing firearms or illegal weapons.
11. Leaving the work site without informing the foreman.
12. Bringing unauthorized people into the work area.
13. Solicitation of money or merchandise at the worksite without the permission of management.
14. Taking product without permission of foreman.
15. Willfully damaging Company or employee property. Workers will be charged for willful damage or loss to such tools or equipment.

n. Job Offer Information 14

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

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

16. Providing false information on the employment application.
17. Sleeping on the job
18. Possession of pornography in company housing, transportation or job site
19. Possession of alcoholic beverages, cannabis (marihuana) or illegal substances in company housing, transportation or job site.

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.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

During the course of the contract period, COVID-19 vaccines may become available by government agencies such as the Department of Public Health and/or third party health clinics and will be offered to H-2A and corresponding domestic workers strictly on a voluntary basis. The employer is not responsible for obtaining the vaccine. All employees, H-2A as well as corresponding domestic workers, will be given the opportunity to get vaccinated when it becomes available and on a voluntary basis. No worker will be required, as a condition of employment, to get the COVID-19 vaccine; it is not a pre-hire job requirement. No job applicant will be denied an employment opportunity if they do not choose to get vaccinated during the application and/or hiring process. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to get vaccinated. There is no charge for the COVID-19 vaccine.

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Anticipated days and hours of work per week

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

The normal work week is 6 hours per day, Monday through Friday, 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. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays.

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 the company's policies.

The normal work hours are 6:00 a.m. to 12:30 p.m., but workers may be requested to start earlier or later depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time.

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

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

Employer will pay the hourly rate of $18.65 per hour. Higher wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than $18.65 per hour. Employer assures that the required wage rate will be paid during the entire period of the work contract and at the time that 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.

Bonus: A discretionary bonus may apply.

Overtime and Benefits: The employer will abide by the required Federal or applicable State laws when paying overtime and benefits to employees performing the listed activities herein.

First Work Week Guarantee: If the employer fails to notify the order-holding office at least 10 working days prior to the original date of need the employer shall pay eligible workers referred through the clearance system $18.65 an hour for 35 hours ($652.75) the first week starting with the originally anticipated date of need. For the purposes of this guarantee, a workday shall mean 6 hours per day Monday through Friday, 5 hours on Saturday, and shall exclude Sunday and Federal holidays. The hourly rate applicable to the first work week guarantee is $18.65/hr.

3/4 Guarantee: The hourly rate for purposes of the 3/4 guarantee is $18.65/hr.

r. Job Offer Information 18

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

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

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 Kern County, California to provide family housing.

Workers may be reached at the following address and phone number:

ADDRESS: 101 E. Main Street, Heber, CA 92249
PHONE: (760) 352-5212

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

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

Fresh Harvest, Inc. (also referred to herein as “FHI” “Employer” or “Company”) is headquartered in Heber, California (101 East Main Street, Heber, CA 92249), Phone: (760) 352-5212. The employer has designated this office as the Application site.

FHI has sole discretion, within the confines of applicable Federal and State laws, to hire Field Workers: Bell Pepper Harvesters, General Labor, Forklift Drivers, Tractor Drivers, General Farm Labor / General Ranch Maintenance in this single site area. This includes hiring the specific number of workers needed to complete the harvest, as well as defining the period of need. In this case, we are hiring temporary, seasonal harvest workers for the period starting on July 3, 2023 through August 6, 2023. This is the typical harvest season for the listed commodities in this region.

All Field Workers: Bell Pepper Harvesters, General Labor, Forklift Drivers, Tractor Drivers, General Farm Labor / General Ranch Maintenance assigned by FHI in these locations will work under the direct control of FHI.

t. Job Offer Information 20

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - EMPLOYMENT ARBITRATION AGREEMENT(1)

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

ARBITRATION AGREEMENT

Any and all disputes, controversies or claims not settled in accordance with the foregoing procedures and arising out of or relating to this employment handbook, your employment or the termination of your employment may be settled by binding arbitration before an impartial arbitrator, unless otherwise prohibited by applicable law. This provision may apply to any and all such disputes, controversies or claims whether asserted individually by the employee against the Company and/or against any employee, officer, alleged agent, director or affiliate of the Company with regard to any matter arising out of your employment or the termination of your employment (pre-hire through post-termination), including, but not limited to, any enforceability or breach of this employment handbook or any purported employment agreement, and/or any claim or controversy arising out of the relationship (or the nature of the relationship) or the commencement or termination of that relationship, including but not limited to, claims for violation of a state or federal statute and/or for breach of covenant, breach of an implied covenant of good faith and fair dealing, wrongful termination, breach of contract, or intentional infliction of emotional distress, defamation, breach of right of privacy, interference with advantageous or contractual relations, conspiracy or other tort claims of any kind. Claims for discrimination, harassment, and/or retaliation arising under Title VII of the Federal Civil Rights Act of 1964, as amended Section 42 U.S.C. sections 2000(e) et. seq. and the California Fair Employment and Housing Act, California Government Code sections 12940-12950, inclusive, California Labor Code, and the Age Discrimination in Employment Act, 29 U.S.C. section 623, are subject to the provisions of this arbitration procedure. Notwithstanding the foregoing, nothing in this Agreement shall prohibit an Employee alleging conduct constituting a sexual harassment dispute or a sexual assault dispute, or the named representative of a class or in a collective action alleging such conduct, from electing to engage in arbitration or electing to file a case under Federal, Tribal or State law that relates to the sexual assault and sexual harassment claims. This Agreement to arbitrate applies to applicable claims that pre-exist or may pre-exist the date of this Agreement or amendment to this Agreement. The arbitration provisions of this Agreement shall provide the exclusive remedy and, by reading and signing this Agreement, each party expressly waives any they might have to seek redress in any other forum, including a trial by jury. Claims for workers' compensation insurance or unemployment compensation benefits are not covered by this procedure. Employee shall not be precluded from filing an administrative charge with an appropriate State or Federal administrative agency for the purpose, among others, satisfying any requirement of exhaustion of administrative remedies prior to invoking this mandatory process; to seek remedies that are not victim-specific; to otherwise permit an administrative agency to file its own lawsuit seeking statutory remedies not otherwise available in the arbitration proceeding or as otherwise required by law.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - EMPLOYMENT ARBITRATION AGREEMENT(2)

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

Employees are expressly precluded from filing or participating in any joint, class, representative or collective claims addressing their wages, hours or other terms or conditions of their employment against the employer in any forum, whether arbitral or judicial. This waiver includes PAGA claims to the extent permitted by law.

Such arbitration shall be conducted in accordance with the rules of the arbitration association or service from which the arbitrator is selected (e.g., American Arbitration Association, JAMS, ARS, etc.) and will be governed by the Federal Arbitration Act [9 U.S.C. Section 2, et seq.] If the employment exists in California, California Code of Civil procedure Sections 1280, et seq. will also govern such arbitration to the extent that California law is not contradictory to or pre-empted by applicable Federal law.

The arbitration shall be held in a location to be mutually agreed upon by the parties. In the absence of agreement, the arbitrator shall determine the location.

The arbitrator shall provide either party with sufficient time and access to witnesses, documentation, and records of the parties in order to conduct adequate discovery prior to initiation of the proceeding.

Any claim which either party has against the other party which could be submitted for resolution pursuant to this paragraph must be presented in writing by the claiming party to the other in accordance with applicable State or Federal statutes of limitation.

In the event either party contends that the other party's actions are causing injury for which monetary damages would be inadequate, it may seek an injunctive order by submitting to the Office of the Federal Mediation and Conciliation Service in San Francisco a declaration under penalty of perjury setting forth the facts giving rise to its claim. Said declaration shall be served upon the other party personally or by Express Mail, Federal Express, or other comparable service, return receipt requested. If the parties are not able to agree upon a neutral arbitrator within 10 days, the Federal Mediation and Conciliation Service is authorized to select a neutral arbitrator who shall hold a hearing within 10 days of his/her selection.

The burden of proof shall at all times be upon the party seeking relief. In determining any matter, the arbitrator shall apply all applicable federal, state and local statutory and common law, which is applicable to the dispute. The arbitration shall be conducted pursuant to the California Code of Civil Procedure's arbitration rules, commencing at Section 1280, and the California Rules of Evidence shall apply. The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability enforceability or formation of the Employee Handbook and this provision.

The parties shall not be precluded from seeking all available remedies that would otherwise be available had the matter been litigated in court, including punitive damages and reasonable attorney's fees.

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - EMPLOYMENT ARBITRATION AGREEMENT(3)

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

The Company shall pay the cost of the neutral arbitrator and of a transcript of any arbitration proceeding. Upon Employee's completion of all filing requirements necessary to initiate an arbitration, the arbitrator shall provide an invoice due no less than thirty (30) days for any fees and costs. Each party shall bear the expense of any witnesses it calls.

Any decision and award or order of the arbitrator shall be in writing and shall be final and binding between the parties as to all claims, which were or could have been raised in connection with the dispute to the fullest extent permitted by law. The arbitrator's decision shall be final and subject to judicial review only as provided by the California Arbitration Act (Code of Civil Procedure Section 1285, et. seq.).

If any litigation is necessary to enforce the terms of this Arbitration Agreement, or if any legal action, even though prohibited, is brought with regard to this Employment Handbook, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

In the event that one or more of the provisions contained herein should for any reason be held to be unlawful or unenforceable, such unlawfulness or unenforceability shall not affect any other provision, and the procedures set forth herein shall be construed as if such unenforceable or unlawful provision had not been contained herein.

I have read, understand and agree to the terms of this Agreement.

Dated:_____ Dated:_____
By: Employer Representative By: Signature Employee

Matt Scaroni, President
Employer Printed Name, TitleEmployee Printed Name
Location of Employee at time of signing

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - POLICY ON COMPANY ARBITRATION AGREEMENT(1)

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

POLICY ON COMPANY ARBITRATION AGREEMENT

In General: The Company's Arbitration Agreement is fully set forth within the Company Handbook and it is also attached to the back of your handbook, as a separate document, acknowledging that you understand and agree to the terms of the Arbitration Agreement. This document explains a number of provisions in the Arbitration Agreement which is required as a condition of employment for all employees.

The policies behind the Arbitration Agreement are to:
• Encourage employees to discuss, report, and promptly report to the Company any concerns, issues, controversies, and/or claims which arise from the employment relationship, so that they may be immediately addressed;
• Establish open communication and informal problem resolution;
• Support an engaged, informed workforce that embraces diversity and discourages adversity;
• To protect individual rights and create an open forum for hearing and addressing complaints and concerns;
• To eliminate any reluctance to report issues, hazards, and/or conduct or behavior concerns,
• To promote prompt arbitration and mediation, as opposed to litigation, of employee claims arising out of their employment relationship or termination of employment.

The Arbitration Agreement will:
• Provide a quicker resolution of employee claims such as, employment discrimination, harassment or retaliation; any claims brought by the Employee related to wages and working conditions; breach of employment contract or the implied covenant of good faith and fair dealing; wrongful discharge; or misconduct (whether intentional or negligent) including defamation, misrepresentation, fraud, and infliction of emotional stress.
• To verify that the Employee and the Company understand and agree that they are waiving their right to bring such claims in a court, including the right to a trial by jury, and to file class action claims;
• Agree that the arbitration proceeding shall be conducted by a neutral arbitrator in accordance with the National Rules for the Resolution of Employment Disputes issued by the American Arbitration Association. The Company will pay the arbitrator's fee for the proceeding, as well as charges for a transcript of the hearing.
• The neutral arbitrator shall have the authority to award back wages, interest and applicable damages and attorney's fees, the same as if the case were litigated in court.
• The employee continues to have the right to be represented by an attorney of his/her own choice, and at their own cost;
• The arbitrator will issue a written decision and his/her decision can only be appealed in accordance with applicable law.

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - POLICY ON COMPANY ARBITRATION AGREEMENT(2)

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

Each party to the Arbitration Agreement understands that the Arbitration Agreement in no way does not change the "at-will" employment relationship between the parties nor should it be interpreted to imply the existence of a contract of employment. The "at-will" employment remains in full force and effect. It dictates that at anytime, for any reason, with or without cause, or with or without notice, either the employee or employer may terminate the employment at their own discretion.

Employer assures that its Arbitration Agreement shall not preclude the workers from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System and that the workers will not face retaliation.
I acknowledge receipt of this document on the date below written.

_____
Employee Name & Employee ID

_____
Employee Signature & Date

_____
Location at time of signing

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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

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

No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.

z. Job Offer Information 26

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

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

•Record information about crops, such as pesticide use, yields, or costs.
•Direct and monitor the work of casual and seasonal help during planting and harvesting.
•Participate in the inspection, grading, sorting, storage, and post-harvest treatment of crops.
•Harvest plants, and transplant or pot and label them.
•Repair and maintain farm vehicles, implements, and mechanical equipment.
•Harvest fruits and vegetables by hand.
•Inform farmers or farm managers of crop progress.
•Identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers.
•Operate tractors, tractor-drawn machinery, and self-propelled machinery to plow, harrow and fertilize soil, or to plant, cultivate, spray and harvest crops.
•Clean work areas, and maintain grounds and landscaping.
•Feel plants' leaves and note their coloring to detect the presence of insects or disease.
•Dig, cut, and transplant seedlings, cuttings, trees, and shrubs.
•Record information about plants and plant growth.
•Maintain inventory, ordering materials as required.
•Dig, rake, and screen soil, filling cold frames and hot beds in preparation for planting.
•Inspect plants and bud ties to assess quality.
•Trap and destroy pests, such as moles, gophers, and mice, using pesticides.
•Move containerized shrubs, plants, and trees, using wheelbarrows or tractors.
•Haul and spread topsoil, fertilizer, peat moss, and other materials to condition soil, using wheelbarrows or carts and shovels.
•Repair farm buildings, fences, and other structures.
•Plant, spray, weed (long-handled hoe), fertilize, water, and prune plants, shrubs, and trees, using gardening tools.
•Examine and inspect containers, materials, or products to ensure that product quality and packing specifications are met.
•Measure, weigh, and count products and materials.
•Record product, packaging, and order information on specified forms and records.
•Seal containers or materials, using glues, fasteners, nails, and hand tools.
•Assemble, line, and pad cartons, crates, and containers, using hand tools.
•Obtain, move, and sort products, materials, containers, and orders, using hand tools.
•Mark and label containers, container tags, or products, using marking tools.
•Clean containers, materials, supplies, or work areas, using cleaning solutions and hand tools.
•Remove completed or defective products or materials, placing them on moving equipment, such as conveyors, or in specified areas, such as loading docks.
•Place or pour products or materials into containers, using hand tools and equipment, or fill containers from spouts or chutes.
•Load materials and products into package processing equipment.
•Workers will perform work on the farm at the growing and housing locations

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

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

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

Reasonable Accommodations Statement: To accomplish this job successfully, an individual must be able to perform, with or without reasonable accommodation, each essential function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

. Job Offer Information 28

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

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

For Public Burden Statement, see the Instructions for Form ETA-790/790A.