



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

A. Job Offer Information

1. Job Title * Field Worker							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		70	66	3. First Date * 5/28/2026	4. Last Date * 12/18/2026		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday
							a. 6 : 30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 3 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 16 .90		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00 .00		16.90 (H2A hourly wage)	
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? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
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							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	2	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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 *				
San Miguel Farms: 1874- 1948 Divison Rd				
2. City *	3. State *	4. Postal Code *	5. County *	
Nipomo	California	93444	San Luis Obispo County	
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *				
Employer reserves the right to move workers between worksites as needed.				
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
1720 North Broadway				
2. City *	3. State *	4. Postal Code *	5. County *	
Santa Maria	California	93454	Santa Barbara County	
6. Type of Housing (check only one) *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			12	62
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. (If no additional information, enter " NONE " below) *				
See Addendum C				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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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.)
 For workers residing in employer-provided housing, employer will provide three daily meals in accordance with 20 CFR 655.122(g). Employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor. The employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining and other common areas are shared by all workers.

2. The employer: *

<input type="checkbox"/> WILL NOT charge workers for meals.		
<input checked="" type="checkbox"/> WILL charge each worker for meals at	\$ <u>16</u> . <u>28</u>	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.)
 Employer will provide free daily transportation using 6 passenger cars: 5 with a capacity of 8 and 1 with a capacity of 9 and 2 passenger vans, each with a capacity of 9. Total capacity: 67.

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.)
 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 (e.g., van, bus, plane) transportation charges for the distances involved for both inbound and outbound transportation. Inbound transportation provided from the foreign worker's home city to the U.S. consulate and from the U.S. Consulate to the work site.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>16</u> . <u>28</u>	per day *
	b. no more than	\$ <u>68</u> . <u>00</u>	per day with receipts

G. Referral and Hiring Instructions



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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 (805) 349-1388	3. Extension § N/A	4. Email Address to Apply * Vincent@calsouharvesting.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? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

- 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.
- 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).
- 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.
- 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).
- 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).



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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).



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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



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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 * Munoz	2. First (given) name * Vincent	3. Middle initial §
4. Title * H2A Manager		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/7/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Wage for H2A workers in CA	\$ 16 . 90	Hour	
	Wage for domestic workers in CA	\$ 16 . 90	Hour	
	Broccoli	\$ 01 . 55	Piece Rate	\$1.55 per 19.75" Length 12" Width 10.875" Depth box. Estimated hourly wage rate equivalent for this piece rate is \$18.6 per hour, based on workers completing 12 boxes per hour on average. Guaranteed \$16.9 per hour for H-2A workers. Guaranteed \$16.9 per hour for domestics.
	Broccoli Crown	\$ 01 . 55	Piece Rate	\$1.55 per 19.75" Length 12" Width 10.875" Depth box. Estimated hourly wage rate equivalent for this piece rate is \$20.15 per hour, based on workers completing 13 boxes per hour on average. Guaranteed \$16.9 per hour for H-2A workers. Guaranteed \$16.9 per hour for domestics.
	Broccoli Floret (LB)	\$ 00 . 08	Piece Rate	\$0.08 per 19.75" Length 12" Width 10.875" Depth lb. Estimated hourly wage rate equivalent for this piece rate is \$20 per hour, based on workers completing 250 lbs per hour on average. Guaranteed \$16.9 per hour for H-2A workers. Guaranteed \$16.9 per hour for domestics.
	Cauliflower	\$ 01 . 55	Piece Rate	\$1.55 per 23.5" Length 19" Width 6.5" Depth box. Estimated hourly wage rate equivalent for this piece rate is \$20.15 per hour, based on workers completing 13 boxes per hour on average. Guaranteed \$16.9 per hour for H-2A workers. Guaranteed \$16.9 per hour for domestics.
	Cauliflower Floret (LB)	\$ 00 . 08	Piece Rate	\$0.08 per 23.5" Length 19" Width 6.5" Depth lb. Estimated hourly wage rate equivalent for this piece rate is \$20 per hour, based on workers completing 250 lbs per hour on average. Guaranteed \$16.9 per hour for H-2A workers. Guaranteed \$16.9 per hour for domestics.
	Cauliflower Whole head Crowns	\$ 01 . 55	Piece Rate	\$1.55 per 23.5" Length 19" Width 6.5" Depth box. Estimated hourly wage rate equivalent for this piece rate is \$20.15 per hour, based on workers completing 13 boxes per hour on average. Guaranteed \$16.9 per hour for H-2A workers. Guaranteed \$16.9 per hour for domestics.
	Cilantro	\$ 02 . 15	Piece Rate	\$2.15 per 19.75" Length 11.75" Width 11.25" Depth box. Estimated hourly wage rate equivalent for this piece rate is \$21.5 per hour, based on workers completing 10 boxes per hour on average. Guaranteed \$16.9 per hour for H-2A workers. Guaranteed \$16.9 per hour for domestics.
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
San Miguel Farms	1120-1198 Riverside Rd Nipomo, California 93444 SAN LUIS OBISPO COUNTY		5/28/2026	12/18/2026	66
San Miguel Farms	1120-1198 Riverside Rd Nipomo, California 93444 SAN LUIS OBISPO COUNTY		5/28/2026	12/18/2026	66
We Love Berries	34.99303 N, 120.48634 W Nipomo, California 93444 SAN LUIS OBISPO COUNTY		5/28/2026	12/18/2026	66
We Love Berries	1889 W Main Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
We Love Berries	9385 San Antonio Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
We Love Berries	2151 Cabrillo Hwy Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	3585 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	34.63946*N,120.49309*W Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	901 Floradale Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	2700 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Brassica Farms, LLC	241 Floradale Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	Oso Flaco Lake Road Nipomo, California 93444 SAN LUIS OBISPO COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	240 San Pascual Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	200 Douglass Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	387 N Baily Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	573 De Wolff Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	134 De Wolff Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	2410 Artesia Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	355 San Pascual Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	2172 Thornberry Rd Guadalupe, California 93434 SAN LUIS OBISPO COUNTY		5/28/2026	12/18/2026	66

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Brassica Farms, LLC	1556 Black Rd Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	34.90014*N, 120.36444*W Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	2600 Prell Rd Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	4000 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Brassica Farms, LLC	3885 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	140 CA-135 Santa Maria, California 93455 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	1889 W Main Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	Oso Flaco Lake Road Nipomo, California 93444 SAN LUIS OBISPO COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	4000 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	3885 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Fresh Bounty of SM	3585 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	3152 Central Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	9385 San Antonio Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	134 De Wolff Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Fresh Bounty of SM	2410 Artesia Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	2410 Artesia Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	Oso Flaco Lake Road Nipomo, California 93444 SAN LUIS OBISPO COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	3585 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	3885 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	4000 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Freitas Brothers Farms	2600 Prell Rd Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	34.90014*N, 120.36444*W Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	1556 Black Rd Santa Maria, California 93456 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	34.63946*N, 120.49309*W Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	2172 Thornberry Rd Guadalupe, California 93434 SAN LUIS OBISPO COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	901 Floradale Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	2700 Sweeney Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	241 Floradale Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	355 San Pascual Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	240 San Pascual Rd Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Freitas Brothers Farms	200 Douglass Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	387 N Baily Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	573 De Wolff Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66
Freitas Brothers Farms	134 De Wolff Ave Lompoc, California 93436 SANTA BARBARA COUNTY		5/28/2026	12/18/2026	66

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1204 Mesa Road Nipomo, California 93444 SAN LUIS OBISPO COUNTY		1	17	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1117 North Orchid Street Lompoc, California 93436 SANTA BARBARA COUNTY		1	19	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	901 Floradale Avenue Lompoc, California 93436 SANTA BARBARA COUNTY		4	100	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1095 Floradale Ave Lompoc, California 93436 SANTA BARBARA COUNTY		1	10	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Crops: Broccoli, Squashes, Peppers, Cauliflower, Lettuce, Celery, Peas, Cilantro, Bok choy, Onions, and Strawberries.</p> <p>All work is performed in the field and on the farm. General Labor – Weeding using long-handled hoes, transplanting by hand, runner cutting with small hand knife, plant thinning, ranch maintenance, pulling plastic and drip tape, cleaning of old and new foliage growth on plant beds. Plant beds will be categorized as "medium," or "high," according to the volume of runners and foliage on plant bed. Land prep will also be needed, installation of pipes using their hands to unload off trailer and connecting them on the ground as needed. Drip tape will be installed using a tractor and an implement, where they will follow behind the tractor walking with a shovel and mount piles of soil to detain tape from flying off the beds. Thinning will be performed with a 6-foot long-handled hoe. The employer attests that any thinning, hoeing, weeding, or hand-weeding work will be performed in compliance with 8 Cal. Code Regulations Section 3437, 3456(b-c). Brussels Sprouts – Field workers will be harvesting fresh brussels sprouts. They will handpick brussels sprouts and use buckets while bent at the waist. Once full, they will walk their bucket and dump into the sorting machine's conveyor belt to pick out any trash/unwanted leaves or foliage. Sorting machine's consists of preparing and sorting product before it hits the packing conveyor to complete assembly into carton or totes. The process is repeated. Workers are responsible for cleaning of equipment. Field workers will also harvest Brussels sprouts using a harvest machine. This machine will also require the sorting machine used in handpicked practices. The harvest machines require the worker to use a machete to cut entire stalk of plant and toss onto conveyor of machine. Workers on top of machine will insert stalks into chamber where the vegetable is detached from stalk and goes through a conveyor belt onto the sorting machine to prepare for final packing into carton or totes or bulk bins. The process is repeated. Workers are responsible for cleaning of equipment Broccoli – Field worker will harvest fresh broccoli. Cut and pack fresh broccoli from field. Cutting is done by using hands and a hand knife, and the use of a harvest machine. While bending at the waist, knife is used to cut product from plant/root and trims any excess to prepare for packing in cartons or totes. The process is repeated, and the worker is responsible for the cleaning of any harvest tools and equipment. Celery – Field worker will harvest fresh celery. Cut, bag, and pack fresh celery from field. Cutting is done by using hands and a hand knife, and the use of a harvest machine. While bending at the waist, knife is used to cut product from plant/root and trims any outer trimmings to prepare for packing in cartons or totes. The process is repeated, worker is responsible for the cleaning of any harvest tools and equipment. Cilantro – Field worker will harvest fresh cilantro. Cut and pack fresh Cilantro from field and into boxes. This is handpicked using a hand knife, while bending at the waist, removing leaves from stem/root, they will hand cut a bunch, wrap individual bunches with twist ties, and pack into box. Box is filled up and loaded onto produce trailer. Process is repeated, and the worker is responsible for the cleaning of any harvest tools and equipment.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Worker must authorize in writing all voluntary deductions, such as cash advances/loans, health insurance payments, cell phones, and other services to benefit the worker. Employer will make all deductions required by state/federal law, if applicable, such as: FICA, federal, state and/or local income tax withholding. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers must have at least 2 months of experience in harvest or cutting experience in one or more of the harvested commodities listed in this job order. Specific requirements include lifting up to 60 pounds frequently and able to use hand tools, including cutting knives. Drug screening is employer-paid, post offer, post hire, can be random or upon suspicion, and is at no cost to worker. Post-accident drug testing required. Any worker who declines to take or fails a mandatory drug test will be terminated.			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing is only available to non-local workers (permanent residence outside normal commuting distance) and is not offered to non-working family members. Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.			

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



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>Walk-in applications will be accepted at: 1240 Professional Pkwy Suite B, Nipomo, CA 93444 Cal South Referral Contact: Vincent Munoz Phone number: 18053491388 Email address: Vincent@calsouharvesting.com Contact hours are Monday through Friday, 7:30 a.m. to 4:00 p.m.</p> <p>Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers' Compensation Insurance
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period, and any extension of employment.</p> <p>Name of insurance carrier: CorePointe Insurance Company Name of policyholder: Cal-South Harvesting LLC Name of person to be notified of claim: Vincent Munoz Telephone number for point-of-contact: (805)720-4998 Deadline for filing a claim: in accordance with state law</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Disclosures
3.		Details of Material Term or Condition (<i>up to 3,500 characters</i>) *	<p>Work is to be done for long periods of time in the field, when plants may be wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers ability to perform the job. Workers must be able to perform the required work with or without reasonable accommodations. Must wear assigned personal protective equipment when required. Must report for work daily wearing appropriate work clothing and boots or other durable foot wear. Casual clothing not permitted. Workers wearing inappropriate clothing will not be permitted to start work.</p> <p>Workers will have an unpaid lunch break when working more than 5 hours. Must report to work at the designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start/end times. Employer may request, but not require that workers work more than the stated daily hours, on the worker's Sabbath, or on federal holidays. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company worksites or vehicles is prohibited and will be cause for immediate termination.</p> <p>Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.</p> <p>The work described herein is regular, seasonal full-time work requiring all workers to be available as stated on the standard work schedule, throughout the entire contract period. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p> <p>Employer also retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malingers or otherwise refuses to work in accordance with direction, or is otherwise obviously unqualified to perform the job; is physically able but does not demonstrate the willingness to perform the work necessary.</p> <p>Non-U.S. workers may be terminated if one or more U.S. workers becomes available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences.</p> <p>Foreign workers will be advised of their responsibility to depart the U.S. when employment comes to an end. Employer will request and maintain records of each worker's permanent home address, e-mail address (when available) and phone number.</p>

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Production Standards
3.		Details of Material Term or Condition (<i>up to 3,500 characters</i>) *	<p>The production standard includes maintaining a work pace consistent with the harvest process while effectively performing the required job duties and tasks at the time they are carried out. Because the average picking rate of a worker varies throughout the season based on weather, fruit/vegetable quantity, size, and variety, and other factors, there is no constant minimum number of boxes that are required to be picked throughout the season. However, the employer has determined to the best of its ability the following minimum production standards. 1) Brussel Sprouts 8 boxes an hour. Size: 19.875" Length 12" Width 9.375" Depth 2) Peppers 5 boxes an hour. 19.5" L x 12.5" W x 10.5" D (inches) 3) Squash 7 boxes per hour. 16.5" L x 12.875" W x 6.125" D (inches) 4) Lettuce: 10 boxes per hour. Box Dimensions: 24" Length 15.75" Width 10.875" Depth 5) Tomatillos: 7 boxes per hour Box Dimensions : 14.75" L x 11.25" W x 9" D 6) Cilantro: 8 boxes of cilantro per hour/minimum of 64 boxes per day. Box size: 19.75 Length 11.75 Width 11.25 Depth. 7) Broccoli – 12 boxes of broccoli per hour. 96 boxes per 8-hour shift. Box size: 19.75 Length 12 Width 10.875 Depth. 8) Cauliflower – 10 boxes of cauliflower per hour. 80 cases per 8-hour shift. Box size: 23.5 Length 19 Width 6.5 Depth. 9) Celery - 13 cases of celery per hour. 104 cases per 8-hour shift. Case size: 23 1/2 L x 15 3/8 W x 12 D (inches) 10) Cabbage - 13 cases of cabbage per hour. 104 cases per 8-hour shift. Case size: 19 L x 13 W x 13 D (inches) 11) Bell Pepper - 10 cases of bell peppers per hour. 80 cases per 8-hour shift. Case size: 19.5" L x 12.5" W x 10.5" D (inches) Therefore, workers will be expected to maintain a work pace appropriate to the specific commodity, crop variety, field site, and location within a field site, as evaluated based on hourly productivity at the time the work is performed. Employer will review workers' productivity at the end of a given pay period and not on a daily basis. If workers fail to keep up with the average minimum standard as defined above, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.</p>

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



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Cauliflower – Field worker will harvest fresh cauliflower. Cut, bag, and pack fresh cauliflower from field. Cutting is done by using hands and a hand knife, and the use of a harvest machine. While bending at the waist, knife is used to cut product from plant/root and trims any outer trimmings to prepare for packing in cartons or totes. The process is repeated, worker is responsible for the cleaning of any harvest tools and equipment. Cabbage – Field worker will harvest fresh cabbage. Cut and pack fresh cabbage from field. Cutting is done by using hands and a hand knife, and the use of a harvest machine. While bending at the waist, knife is used to cut product from plant/root and prepare for packing in cartons, totes, or bins. The process is repeated, and the worker is responsible for the cleaning of any harvest tools and equipment. Squash - Field worker will harvest fresh Squash. Cut and pack fresh Squash from field. Cutting is done by using hands and a hand knife, and the use of a harvest machine. While bending at the waist, knife is used to cut product from plant/root and trims any outer trimmings to prepare for packing in cartons. The process is repeated, worker is responsible for the cleaning of any harvest tools and equipment. Pepper - Field worker will harvest fresh Peppers. Cut and pack fresh peppers from field. Harvesting is done by using hands and a sanitized 5 Gallon food grade bucket and the use of a packing table. While bending at the waist, workers harvest product from plant/root and remove any leaves or spoiled product to prepare for packing in cartons. The process is repeated, worker is responsible for the cleaning of any harvest tools and equipment. Bell Pepper - Field worker will harvest fresh Bell Peppers. Cut and pack fresh Bell Peppers from field. Harvesting is done by using hands and a sanitized 10 Gallon food grade bucket and the use of a packing table. While bending at the waist, workers harvest product from plant/root and remove any leaves or spoiled product to prepare for packing in cartons. The process is repeated, worker is responsible for the cleaning of any harvest tools and equipment. Lettuce – Field worker will harvest fresh Lettuce. Cut and pack fresh Lettuce from field. Cutting is done by using hands and a hand knife, and the use of a harvest machine. While bending at the waist, knife is used to cut product from plant/root and prepare for packing in cartons, totes, or bins. The process is repeated, and the worker is responsible for the cleaning of any harvest tools and equipment. Workers who possess a valid driver's license and meet all applicable legal requirements, including holding a doctor's certificate as required by 29 CFR § 500.105, may be asked to drive vehicles for transporting workers, goods, or commodities on company business. This task is voluntary, compensable, and not a mandatory job duty. Workers without a valid driver's license or doctor's certificate will still be fully eligible for employment and are not disqualified from any other job responsibilities outlined in this application.</p>			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work/Job Specification Definitions: a) Sloppy: not careful or neat: showing a lack of care, attention, or effort. b) bona fide: made with earnest intent c) earnest: serious in intention, purpose, or effort: d) sustained: continuing for an extended period or without interruption. e) endurance: the ability or strength to continue or last, especially despite fatigue, stress, or other adverse conditions. f) efficiently: performing or functioning in the best possible manner with the least waste of time and effort. g) consistently: Same way over a long period of time.</p> <p>The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails to reach productions standards when production standards are applicable; or (d) violation of company policies. 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.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Dispute Resolution Agreement ("DRA")
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Company uses a Dispute Resolution Agreement ("DRA") outlining procedures to follow in raising employment-related disputes between the Company and its employees and provides for mandatory arbitration of unresolved matters. Mandatory arbitration is a condition of employment. Employees will be provided a copy of the Company's DRA prior to the first day of work. The DRA does not preclude the employee from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System. Every employee exercising rights under the law or the DRA is protected from retaliation from the Company.</p> <p>Nothing in this provision prevents any worker from communicating with, providing information to, cooperating with, submitting a claim to, or filing a complaint with the U.S. Department of Labor or any federal, state, or local agency. Relevant authorities: 20 CFR 655.135(h); 29 CFR 501.4(a) and 501.5. To the fullest extent permitted by law, worker agrees to submit to mandatory binding arbitration for any and all claims or disputes arising from or related to worker's employment, including but not limited to claims of unpaid wages, unfair treatment, discrimination, harassment, and/or wrongful termination; this agreement does not apply to any sexual assault dispute or any sexual harassment dispute. Relevant authorities: 20 CFR 655.135(e); 29 CFR 501.5; 9 USC 402(a).</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Training
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Training will be provided for 7 days from each workers' initial date of employment. Training time may vary based on previous experience.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements, if applicable</p> <p>Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure.</p> <p>Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - California assurances
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer attests that any thinning, hoeing, weeding, or hand-weeding work will be performed in compliance with 8 Cal. Code Regulations Section 3437, 3456(b-c).</p> <p>The employer abides by California Wage Order 14.</p> <p>The employer abides by the seventh (7) day of rest rules. Unpaid lunch breaks are 30 minutes with two (2) paid 10-minute breaks a day.</p> <p>Skill Level I for H-2A and Corresponding Domestic Workers: Minimum/Maximum Wage Range: \$16.90/hour to \$16.90/hour. Workers will be paid overtime after 8 hours during any one workday and/or more than 40 hours per workweek for work performed in California. Overtime wage rate (\$25.35 per hour) is one and one-half times the regular wage (\$16.90). Workers who work more than 12 hours in any one workday will receive double-time pay at the rate of \$33.80/hour.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Provision of Meals
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer has a Catering Agreement in place with Taqueria La Coqueta (Teresa Pompa - (805) 478-6642 - Terecoqueta79@gmail.com). Caterer will provide the H-2A workers meals 3 times per day, Monday through Sunday. Meals will be distributed daily as follows: Employee meals will be provided at their perspective worksite: breakfast (8:30 AM) and lunch (11-11:30 AM). Dinner service (5-6 PM) will be held at the employer provided housing. If employees do not work on that day, will have their three meals provided to them at their employer provided housing. Breakfast 8:30AM. Lunch 11:30AM. Dinner 5-6 PM. Mealtimes may vary by the needs of the employees' work schedules. Meals will meet the nutritional and dietary guidelines set forth by the USDA. Caterer will, in good faith, provide a variety of meals for the employees. Meals will include drinks, coffee, condiments, etc. with each serving along with utensils, plates, napkins, etc. Employer will pay the caterer directly for the meals.</p>			

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance. Workers will be picked up at the employer-provided housing address(es) on work days approximately 30 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location.</p> <p>The above-referenced vehicles will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order.</p> <p>Daily transportation to and between worksites provided at no cost to all workers, regardless of housing arrangements.</p>			

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