

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



A. Job Offer Information

1. Job Title * Farm Supervisor							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	1	1	3. First Date * 10/17/2026	4. Last Date * 4/10/2027			
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) *						7. Hourly Work Schedule *	
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday
						a. 6 : 00	☒ AM ☐ PM
						b. 1 : 30	☐ AM ☒ PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 33 . 00		☒ HOUR ☐ MONTH		\$ 00 . 00		SEE ADDENDUM A	
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): <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. *			
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		12	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☒ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>75</u> lbs.		☒ 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. § 20
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 *			
Fresh Foods Inc: Adkinson 1-4: County 12th St & Avenue G			
2. City *	3. State *	4. Postal Code *	5. County *
Yuma	Arizona	85364	Yuma County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Work will be performed in various fields in and around Yuma County, Arizona and Imperial Valley, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, work will be completed at the following locations which are owned or operated by Fresh Foods:			
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 *			
2834 W. 29th Lane			
2. City *	3. State *	4. Postal Code *	5. County *
Yuma	Arizona	85364	Yuma County
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		1	8
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) *			
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? *			☐ Yes ☒ 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.)

Workers occupying employer-provided housing in which full kitchen facilities are available will be responsible for preparing their own meals. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Company-provided housing facilities. Employer will provide workers with cooking and eating utensils. No kitchen facilities are provided to workers not occupying Company-provided housing. The workers will be transported to the grocery store once a week.

In the event kitchen facilities become unavailable, workers living in employer provided housing without kitchen facilities will receive three meals per day. A deduction of \$16.78 for three meals per day (or higher when the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request) for caterer-provided meals.

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 16 . 78 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.)

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

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

\$ 16 . 78

per day *

b. no more than

\$ 68 . 00

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 (831) 387-5333

3. Extension §
N/A

4. Email Address to Apply *
Rose@ravaranch.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:

- 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)(3)(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 * Salazar	2. First (given) name * Rose	3. Middle initial § M
4. Title * Human Resource Manager/ Worker's Compensation Coordinator		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 9/2/2026
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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
	Hourly Wage Offer Information Part 2	\$ 33 . 00	Hour	The Employer will use a single workweek as its standard for computing wages due.
	Hourly Wage Offer Information Part 1	\$ 33 . 00	Hour	Offered Wage: \$33/hour equivalent to annual exempt salary of \$68,640. Based on position, worker will be classified as EXEMPT from overtime and paid on an annual salary basis, regardless of hours worked. Worker's paycheck will note his payment of no less than \$33 per hour for 40 hours a week. Worker will be paid bi-weekly by direct deposit. Hours worked over 40 in a week will vary based on business necessity, weather and other conditions.
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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 §
Fresh Foods Inc	County 12th St & Avenue G Yuma, Arizona 85364 YUMA COUNTY	Adkinson 1-4:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 20th St & Hwy 95 Yuma, Arizona 85366 YUMA COUNTY	Adkinson 5-7:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & County 21st St YUMA, Arizona 85336 YUMA COUNTY	Adkinson, Clark, Hunter, State Lease:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 15th St & Avenue F/ Cesar Chavez YUMA, Arizona 85350 YUMA COUNTY	Bates:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 and Ave F/Cesar Chavez Yuma, Arizona 85350 YUMA COUNTY	OSC:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Avenue 7 E & E County 5th St Yuma, Arizona 85364 YUMA COUNTY	BCF 400 & 500 Blocks:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Ave 7E & County 6th Yuma, Arizona 85365 YUMA COUNTY	BCF 600:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 19th St & Avenue H Yuma, Arizona 85350 YUMA COUNTY	Beck 1-4:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 28E Welton, Arizona 85356 YUMA COUNTY	Brosie 101-104:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 28E Welton, Arizona 85356 YUMA COUNTY	Brosie 101-110:	10/18/2026	4/10/2027	1

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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 Foods Inc	Avenue 28E & County 9th St Welton, Arizona 85356 YUMA COUNTY	Brosie 105-110:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 29E Welton, Arizona 85356 YUMA COUNTY	Brosie 111-132:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 30E Welton, Arizona 85347 YUMA COUNTY	Brosie 125/Otondo 64,65:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hunt Rd & Miller Rd Holtville, California 92250 IMPERIAL COUNTY	Chell:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 21st St & Hwy 95 Yuma, Arizona 85336 YUMA COUNTY	Clark:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 15th St & Avenue F/ Cesar Chavez Yuma, Arizona 85350 YUMA COUNTY	Curtis:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 9E Yuma, Arizona 85365 YUMA COUNTY	Dunn & Loma Vista:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 10E Yuma, Arizona 85365 YUMA COUNTY	Dunn 912 & 934:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 9E Yuma, Arizona 85365 YUMA COUNTY	Dunn, Loma Vista, Weerts:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Ehl 11 Canal & Miller Rd Holtville, California 92250 IMPERIAL COUNTY	Ehl 10-255 & Ehl 11-265A:	10/18/2026	4/10/2027	1

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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 Foods Inc	Miller Rd & Hunt Rd Holtville, California 92250 IMPERIAL COUNTY	Ehl 7-184:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 11th St & Fortuna Ave Yuma, Arizona 85364 YUMA COUNTY	Fortuna:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 9E Yuma, Arizona 85365 YUMA COUNTY	Gila Valley:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 31E Welton, Arizona 85347 YUMA COUNTY	Grout & Brosie 129-134:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Eve 31E Welton, Arizona 85347 YUMA COUNTY	Grout & Brosie 132 & 134:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 10th St & Avenue C Yuma, Arizona 85364 YUMA COUNTY	Hall Ranch:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 10E Yuma, Arizona 85365 YUMA COUNTY	Harvey & S Hartman:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Vencil Rd & Withcomb Drain Holtville, California 92250 IMPERIAL COUNTY	Hemlock 7:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Ave G & County 13th St Yuma, Arizona 85365 YUMA COUNTY	Higby:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 21st St & Hwy 95 Yuma, Arizona 85336 YUMA COUNTY	Hunter:	10/18/2026	4/10/2027	1

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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 Foods Inc	Ave G & County 13th St Yuma, Arizona 85365 YUMA COUNTY	Kelly:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Ave G & County 13th St Yuma, Arizona 85336 YUMA COUNTY	Kelly & Higby:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 14th St & Avenue F Yuma, Arizona 85350 YUMA COUNTY	Kelly 5-22:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Somerton Ave & County 15th St Somerton, Arizona 85350 YUMA COUNTY	Linton:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & County 20st St Yuma, Arizona 85336 YUMA COUNTY	Mason 405:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Keystone Rd & Highline Road Brawley, California 92227 IMPERIAL COUNTY	Oasis 2 & 4/ Oat 1 & 3:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Keystone Rd & Highline Road Brawley, California 92227 IMPERIAL COUNTY	Oasis 4:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Kendle Rd & Highline Rd Holtville, California 92250 IMPERIAL COUNTY	Occident 5:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Noland Rd & Kendle Rd Holtville, California 92250 IMPERIAL COUNTY	Occident 5-7/ Orchid 4&5/Oxalis 5:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Kendle Rd & Poore Rd Holtville, California 92250 IMPERIAL COUNTY	Occident 6:	10/18/2026	4/10/2027	1

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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 Foods Inc	Kendle Rd & Poore Rd Brawley, California 92227 IMPERIAL COUNTY	Occident 7:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Nolan Rd and Poore Rd Brawley, California 92227 IMPERIAL COUNTY	Occident 7/ Orchid 4 & 5/ Oxalis 5:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Kendle Rd & Highline Rd Brawley, California 92227 IMPERIAL COUNTY	Orchid 4:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Griffin Road & Gonder Road Brawley, California 92227 IMPERIAL COUNTY	Ohmar 1:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Highline Rd & Gonder Rd Brawley, California 92227 IMPERIAL COUNTY	Ohmar 1 / Orange 3:	10/18/2026	4/10/2027	1
Fresh Foods Inc	East Highline Canal and Streiby Rd Brawley, California 92227 IMPERIAL COUNTY	Olander 1, 1A, 2 & 2A:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Nolan Road and Highline Road Brawley, California 92227 IMPERIAL COUNTY	Orange 3:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hart Rd & Poore Rd Brawley, California 92227 IMPERIAL COUNTY	Orchid 5:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Poore Rd & Keystone Rd Brawley, California 92227 IMPERIAL COUNTY	Orchid/ Occident/ Orient:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Finney Rd & Poore Rd Brawley, California 92227 IMPERIAL COUNTY	Orient 4:	10/18/2026	4/10/2027	1

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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 Foods Inc	County 9th St & Avenue 32E Welton, Arizona 85356 YUMA COUNTY	Otondo 1-19:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Avenue 32E & County 9th St Welton, Arizona 85356 YUMA COUNTY	Otondo 37-45:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 32E Welton, Arizona 85356 YUMA COUNTY	Otondo 46-63:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Nolan Rd and Poore Rd Brawley, California 92227 IMPERIAL COUNTY	Oxalis 5:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Norrish Rd & Holt Ave Holtville, California 92250 IMPERIAL COUNTY	Palmetto 29:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Norrish Rd & Webb Rd Holtville, California 92250 IMPERIAL COUNTY	Palmetto 9 & 10, Pampas 12:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Webb & Drain Holtville, California 92250 IMPERIAL COUNTY	Pampas 12:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Ferguson Rd & Holt Ave Holtville, California 92250 IMPERIAL COUNTY	Pampas 28:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Kamm Rd & Gowling Rd Holtville, California 92250 IMPERIAL COUNTY	Pear 62:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Norrish Rd & Gowling Rd Holtville, California 92250 IMPERIAL COUNTY	Pear 62 & 73:	10/18/2026	4/10/2027	1

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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 Foods Inc	Holt Ave & Pear Canal Holtville, California 92250 IMPERIAL COUNTY	Pear 68:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Gowling Rd and Norish Rd Holtville, California 92250 IMPERIAL COUNTY	Pear 73:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Harris Road Holtville, California 92250 IMPERIAL COUNTY	Pepper 35:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Harris Road Holtville, California 92250 IMPERIAL COUNTY	Pepper 35/ Pomelo 36 & 37:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 15th St & Avenue F/ Cesar Chavez Yuma, Arizona 85350 YUMA COUNTY	Perricone:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Wright Rd & Slayton Rd Holtville, California 92250 IMPERIAL COUNTY	Pine 25:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Wright Rd & Slayton Rd Holtville, California 92250 IMPERIAL COUNTY	Pine 26:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Harris Road Holtville, California 92250 IMPERIAL COUNTY	Pomelo 36 & 37:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Highline Rd & Blodgett Rd Holtville, California 92250 IMPERIAL COUNTY	Pomelo 3A:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 19th St & Avenue F Yuma, Arizona 85350 YUMA COUNTY	Rava:	10/18/2026	4/10/2027	1

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 §
Fresh Foods Inc	County 8th St & Ave 32E Welton, Arizona 85347 YUMA COUNTY	Reed:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 29 E Welton, Arizona 85356 YUMA COUNTY	South Wellton:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 21st St & Hwy 95 Yuma, Arizona 85336 YUMA COUNTY	State Lease:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 12th St & Somerton Ave Yuma, Arizona 85336 YUMA COUNTY	Vanderslice:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 9E Holtville, California 92250 IMPERIAL COUNTY	Weerts:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 32E Welton, Arizona 85336 YUMA COUNTY	Wellton:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 32E Welton, Arizona 85356 YUMA COUNTY	Wellton North:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 9-E-10E Yuma, Arizona 85364 YUMA COUNTY	Dunn 910-912,930,932,934:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 98 & 7S Holtville, California 92250 IMPERIAL COUNTY	All American 23-1:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Highline Rd & Kendle Road Holtville, California 92250 IMPERIAL COUNTY	Orchid 4:	10/18/2026	4/10/2027	1

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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 Foods Inc	Hwy 95 & Ave 10E Yuma, Arizona 85365 YUMA COUNTY	Harvey 01-11:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 10E Yuma, Arizona 85365 YUMA COUNTY	South Hartman 45-52:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 30E Welton, Arizona 85347 YUMA COUNTY	Otondo 64:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 15th & Ave F Yuma, Arizona 85350 YUMA COUNTY	Bates 01-04:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 19th St & Somerton Avenue Yuma, Arizona 85336 YUMA COUNTY	Rava 01-04, 06:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 19th st & Ave 31E Yuma, Arizona 85356 YUMA COUNTY	Broise 133-134:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Ave 7E & County 5th Yuma, Arizona 85365 YUMA COUNTY	BCF 347,348,405,450,451:	10/18/2026	4/10/2027	1
Fresh Foods Inc	Hwy 95 & Ave 9E-10E Yuma, Arizona 85365 YUMA COUNTY	Dunn 941:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 9th St & Ave 30E Welton, Arizona 85347 YUMA COUNTY	Otondo 65:	10/18/2026	4/10/2027	1
Fresh Foods Inc	County 10th St & Avenue C Yuma, Arizona 85364 YUMA COUNTY	Higby 5-9:	10/18/2026	4/10/2027	1

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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 Foods Inc	County 10th St & Avenue C Yuma, Arizona 85364 YUMA COUNTY	Rava 05:	10/18/2026	4/10/2027	1

D. Additional Housing Information



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * DUTIES AND RESPONSIBILITIES: The following reflects management's definition of essential functions for this job but does not restrict the tasks that may be assigned. Management may assign or reassign duties, responsibilities and work locations to this job at any time due to reasonable accommodation or other reasons. •Obeyes all Company Safety and Food Safety rules and regulations, and requires compliance from all Ranch workers at all times, working in a safe and legal manner. Requires all operators to wear required PPE (Personal Protection Equipment) as needed, i.e. gloves, safety glasses or goggles, back brace, etc. •Establishes clear communication with Irrigation and Tractor Foremen to ensure accuracy, timely completion and quality of work. Notifies the VP of Production of major issues and follows to completion tasks assigned. Is responsible to the Company for all activities in the assigned Ranch area. •Must arrive at the assigned workplace on time and in good mental and physical condition to direct, participate in and monitor mandatory daily exercise sessions. Teaches and attends periodic tailgate training meetings and other Company training as directed. Ensures completion of all required periodic training. •Takes responsibility for the Foremen training new workers and others on temporary assignment from other Ranches; Ranch locations and blocks, safe travelling from one area to another, the differing conditions that may exist in each area, obstructions such as ditches, irrigation valves, etc. to avoid when working the ground in their area of assignment, and any local information necessary to achieve a quality and timely result. •Reports all accidents immediately to the Company Safety Representative. Provides First Aid and CPR as necessary. •Supervises with the Tractor and Irrigation Foremen a careful pre-start inspection of the Tractors and Heavy Equipment and any implements to be connected by all Tractor and Equipment operators. Receives required inspection documentation and submits them daily to the Shop. •Mandates correct procedures in working the soil in preparation for planting, following all Company procedures and policies. •Supervises with the Irrigation Foremen all aspects of crop watering, correct use of the various water delivery systems of the Ranch. •Supervises the Pest Control program for the Ranch area, mouse traps, rodent and small animal traps, bird feeders, etc. Coordinates with Food Safety any Unusual Occurrences, ensuring the abatement of any risks to raw product, irrigation systems and soil in the growing area. •Oversees all aspects of the use of equipment on the Ranches, watching for correct usage, eliminating wasteful and/or damaging behaviors. •Authorizes minor repairs on implements that can be fixed in the Ranch shop. Requires workers to wear all appropriate PPE during repairs. Refers more extensive repairs to the Rava repair shop when necessary. •Verifies that all Ranch workers are operating within the bounds of good sense, the Company Safety rules and the laws of applicable government agencies. Ensures a 'good neighbor' policy in all bordering areas of the Ranch. •Oversees the growing process from planting to harvest. Periodically reviews the progress of the operators in their various fields of assignment to assess progress and quality of the work performed. •Obeyes all rules for operation of a Company vehicle including all traffic safety laws •Requires the correct application of agricultural products using Tractor and or irrigation equipment, such as pesticides, fungicides, etc. through various methods while requiring workers to wear all correct PPE. •Assigns through Foremen the regular housekeeping duties; washing the Tractors and equipment as necessary, picking up trash, cleaning the yard, parking the Tractors, Heavy Equipment and implements in an orderly fashion.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) * The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable): The employer will not deduct from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made.			

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>) * Supervisor must have 12 months experience and knowledge of ranch operations and management. Workers must stand, sit, crouch, bend, reach, lift, and carry items weighing up to 75 pounds in the course of performing required activities. Workers will be required to sit for prolonged periods of time and must have the stamina to withstand long workdays. They must be able to use and manipulate hand tools and machinery (e.g., sockets, wrenches, vehicles, implements) to load and maintain equipment. Applicants must demonstrate excellent written and verbal communication skills, possess an acceptable driving record, and display an understanding of Company Safety rules as well as applicable regional laws and regulations. Work will be performed outdoors in agricultural fields and yards, subject to seasonal weather conditions, uneven and occasionally muddy ground, and noise levels that may range from moderate to loud.			

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>) * Single family home: 1 unit to accommodate 1 worker. Total capacity is 8. Each worker will be provided with their own bed. Each unit is fully equipped with a full-service kitchen, pots, pans, and flatware available to the workers to make their own meals. The home is equipped with a laundry room, washer, and dryer available to each worker, free of charge. Employer will provide transportation to the grocery store once a week, at no cost to workers.			

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
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: 700 Airport Road, King City, CA 93930 Referral Contact: Rose Mary Reyes E-mail: Rose@ravaranch.com Phone number: (831) 387-5333 Contact hours are Monday through 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. 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.			

f. Job Offer Information 6

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) * Voluntary Daily Transportation Plan: Fresh Foods has the following company-owned vehicles available to transport H-2A workers: •2015 SMRT/Fortwo – Seating capacity: 2 •2015 SMRT/Fortwo – Seating capacity: 2 •2015 SMRT/Fortwo – Seating capacity: 2 •2019 Chevy Silverado 3500 SRW Crew WT – Seating capacity: 4 •2020 Chevrolet Silverado 2500 – Seating capacity: 4 •2022 Chevy Silverado 2500 Crew Cab LTZ 4WD Duramax – Seating capacity: 4			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Arrival/Departure Records
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employees permit the employer and/or employer's agents to access electronically issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Required Departure
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. 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.



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation I
3. Details of Material Term or Condition (up to 3,500 characters) * For workers who complete 50 percent of the work period, the Employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the Company which is the place of recruitment. Place of recruitment for the H-2A workers is Tijuana and Baja California, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers. Notwithstanding the language in the preceding paragraph (i.e., reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e., If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.) Inbound: The Employer will provide transportation for the workers to travel from the place of recruitment to the border, at no charge to the workers. Then the Employer will provide a bus for the workers to travel from the border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite. Outbound: The Employer will provide a bus for the workers to travel from the place of employment to the border. The Employer will also provide transportation for the workers to travel from the border back to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment. The use of Employer-provided transportation is voluntary, and workers may choose to use their own transportation for inbound and outbound travel and may be reimbursed at the most economical rate unless the employer previously paid the bus company for an employee's travel expense. The subsistence rate during inbound and outbound transportation is \$16.78 per day (or higher if Department of Labor approves a higher meal charge) without receipts and \$68.00 with receipts.			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Information
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. The Employer assures that all rental and/or public accommodations will meet local, State, or Federal Standards. 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). Employer will accept non-local domestic workers and offer housing to all workers who qualify for the job and come from beyond a regular commute distance. However, local domestic workers who live within a commute distance of the worksites are not offered housing.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family Housing
3. Details of Material Term or Condition (up to 3,500 characters) * As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Yuma, Arizona to provide family housing. Workers may be reached at the following address and phone number: ADDRESS:P.O. Box 1600, King City, CA 93930 PHONE:(831) 385-3285 Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above. Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The employer assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the work site and must provide or arrange their own transportation. Workers who elect to provide their own housing will be responsible for their own meals and are not eligible for employer-provided meals. 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. 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 times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful, dishonest, or gross negligent action resulting to 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.			

l. Job Offer Information 12

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) * •Ensures that services and scheduled maintenance are completed as they become due, communicating with the Rava repair Shop as needed. •Is responsible for disciplinary activities in the assigned Ranch area. Deals with issues though the Foremen, teaching correct procedures and responses to challenges as they occur. •Oversees correct time keeping process through Foremen, checking time sheets for accuracy before they are delivered to the business office in a timely fashion. •Keeps a watchful eye on Company property, equipment, supplies and assets. •Performs other duties as assigned by Management. The following reflects management's definition of essential functions for this job but does not restrict the tasks that may be assigned. Management may assign or reassign duties, responsibilities and work locations to this job at any time due to reasonable accommodation or other reasons. •Obeys all Company Safety and Food Safety rules and regulations, and requires compliance from all Ranch workers at all times, working in a safe and legal manner. Requires all operators to wear required PPE (Personal Protection Equipment) as needed, i.e. gloves, safety glasses or goggles, back brace, etc. •Establishes clear communication with Irrigation and Tractor Foremen to ensure accuracy, timely completion and quality of work. Notifies the VP of Production of major issues and follows to completion tasks assigned. Is responsible to the Company for all activities in the assigned Ranch area. •Must arrive at the assigned workplace on time and in good mental and physical condition to direct, participate in and monitor mandatory daily exercise sessions. Teaches and attends periodic tailgate training meetings and other Company training as directed. Ensures completion of all required periodic training. •Takes responsibility for the Foremen training new workers and others on temporary assignment from other Ranches; Ranch locations and blocks, safe travelling from one area to another, the differing conditions that may exist in each area, obstructions such as ditches, irrigation valves, etc. to avoid when working the ground in their area of assignment, and any local information necessary to achieve a quality and timely result. •Reports all accidents immediately to the Company Safety Representative. Provides First Aid and CPR as necessary. •Supervises with the Tractor and Irrigation Foremen a careful pre-start inspection of the Tractors and Heavy Equipment and any implements to be connected by all Tractor and Equipment operators. Receives required inspection documentation and submits them daily to the Shop. •Mandates correct procedures in working the soil in preparation for planting, following all Company procedures and policies. •Supervises with the Irrigation Foremen all aspects of crop watering, correct use of the various water delivery systems of the Ranch. •Supervises the Pest Control program for the Ranch area, mouse traps, rodent and small animal traps, bird feeders, etc. Coordinates with Food Safety any Unusual Occurrences, ensuring the abatement of any risks to raw product, irrigation systems and soil in the growing area. •Oversees all aspects of the use of equipment on the Ranches, watching for correct usage, eliminating wasteful and/or damaging behaviors.			

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m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 3
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * •Authorizes minor repairs on implements that can be fixed in the Ranch Shop. Requires workers to wear all appropriate PPE during repairs. Refers more extensive repairs to the Rava repair shop when necessary. •Verifies that all Ranch workers are operating within the bounds of good sense, the Company Safety rules and the laws of applicable government agencies. Ensures a 'good neighbor' policy in all bordering areas of the Ranch. •Oversees the growing process from planting to harvest. Periodically reviews the progress of the operators in their various fields of assignment to assess progress and quality of the work performed. •Obeys all rules for operation of a Company vehicle including all traffic safety laws •Requires the correct application of agricultural products using Tractor and or irrigation equipment, such as pesticides, fungicides, etc. through various methods while requiring workers to wear all correct PPE. •Assigns through Foremen the regular housekeeping duties; washing the Tractors and equipment as necessary, picking up trash, cleaning the yard, parking the Tractors, Heavy Equipment and implements in an orderly fashion. •Ensures that services and scheduled maintenance are completed as they become due, communicating with the Rava repair Shop as needed. •Is responsible for disciplinary activities in the assigned Ranch area. Deals with issues through the Foremen, teaching correct procedures and responses to challenges as they occur. •Oversees correct time keeping process through Foremen, checking time sheets for accuracy before they are delivered to the business office in a timely fashion. •Keeps a watchful eye on Company property, equipment, supplies and assets. •Performs other duties as assigned by Management. SUPERVISORY RESPONSIBILITIES: • All Ranch and growing personnel			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Schedule
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The normal work week is 7 hours per day, Monday through Friday, and 5 hours per day on Saturdays (40 hours per week). The employer may offer additional work and/or overtime on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. The employer will abide by the seventh (7) day of rest rules. The normal work hours are 6:00 a.m. to 1:30 p.m., Monday through Friday, and 6:00 a.m. to 11:30 a.m. on Saturdays but may 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 15-minute work breaks are provided. Workers are notified of any change in the start time. Start and end times vary based on weather and other working conditions. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer. All employees not occupying employer-provided housing must provide the employer 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. The work described in this Clearance Order is regular, seasonal full-time work requiring all workers 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 with Fresh Food's policies. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * TRAINING: 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 productions standards by the third day).			

p. Job Offer Information 16

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>) * PRODUCTION STANDARDS: There are no specific production standards for this position. PERFORMANCE AND SAFETY STANDARDS: a. Must act with respect to employer-designated representatives and following specific work-related instructions b. Must not commit acts of misconduct, such as severe or willful damage/injury housing, equipment, or fighting or willful injury to co-worker(s) or any other person c. Must not engage in work during the period of this contract for any person other than employer d. Must not violate any U.S., State, or local law e. Must not fail to report for work without justified cause f. Must not leave work without employer's permission g. Must not possess firearms or other weapons without prior employer authorization; and h. No drinking alcoholic beverages on the job or engage in other substance abuse.			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terminations
3. Details of Material Term or Condition (up to 3,500 characters) * TERMINATIONS The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable or fails to timely or adequately complete the work as requested at the time work is required to be performed; or (d) violation of company policies as stated in the company handbook. All employees must respect and follow company policies as stated in the company handbook including any new or changed policies which may be communicated during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality—the work must adhere to the quality standards of the grower for which they are working. Additional grounds for termination: Violation of Performance Standards and Company Policies: - a.Failure or refusal after any break-in period to satisfactorily complete duties described in (job specifications) with reasonable diligence - b.Failure to perform work in accordance with terms of this agreement - c.Wanton disrespect to employer-designated representative and not following specific work-related instructions - d.Committing an act of misconduct, such as severe or willful damage/injury, housing, equipment, or fighting or willful injury to co-worker(s) or any other person - e.Engaging in work during the period of this contract for any person other than employer - f.Violating any U.S., State, or local laws - g.Failure to report for work without justified cause - h.Leaving work without employer's permission - i.Possession of firearms or other weapons without prior employer authorization; and - j.Drinking alcoholic beverages on the job or other substance abuse. Employer will apply the above standards on a nondiscriminatory basis as required by law.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - EMPLOYER CONTACT INFORMATION
3. Details of Material Term or Condition (up to 3,500 characters) * Fresh Foods, Inc. (also referred to herein as “Fresh Foods” “Employer” or “Company”) is a fixed-site grower which owns and controls its work sites and all agricultural commodities produced at such sites. Although Fresh Foods was an active registered Farm Labor Contractor as defined under the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), it is not providing labor to a third party in this application. It's H-2A and corresponding workers will only provide labor to directly support its own farming operations: fields are owned or operated by Fresh Foods. Company address: 700 Airport Drive, King City, CA 93930. Mailing address: P.O. Box 1600, King City, CA 93930. Phone number: 831-902-6228. California Tax ID Number: 515-8301-1			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Wage Offer
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Salary Offered Wage: \$33/hour equivalent to annual exempt salary of \$68,640. Based on position, worker will be classified as EXEMPT from overtime and paid on an annual salary basis, regardless of hours worked. Worker's paycheck will note his payment of no less than \$33 per hour for 40 hours a week. Worker will be paid bi-weekly by direct deposit. Hours worked over 40 in a week will vary based on business necessity, weather and other conditions. The Employer will use a single workweek as its standard for computing wages due. If the worker is paid on a piece rate and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the worker's pay must be supplemented 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. Estimated piece rate hours vary per individual or crew, per commodity, per crop, crop quality and per harvest conditions, weather, and other factors. The piece rate amount is not guaranteed and is not used to calculate overtime or other benefit to the employees. Bonus: The Employer will not pay a bonus. Frequency of Pay: Bi-weekly. Workers will be paid on a bi-weekly basis by check. Payday is every other Thursday of the week following the end of the payroll period.			

t. Job Offer Information 20

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 I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * No smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Must be able to communicate and understand English or Spanish is required for training and safety purposes. Work is performed on dirt and open roads 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. Workers must be able to listen, understand, and follow instructions of company supervisors and managers. 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 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. All safety rules and instructions must be meticulously observed throughout the workday. All Fresh Foods 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.			

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u. Job Offer Information 21

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 II
3. Details of Material Term or Condition (up to 3,500 characters) * 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 employer provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home. Employees must not report for work, enter the worksite, or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers). Drug Screening is post offer, post hire, can be random, and is at no cost to the worker. 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 (DRA) outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters; the DRA will be provided to employees with a copy of the H-2A Contract/Clearance Order. 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 under the DRA is protected from retaliation from any member of the Company's management team (e.g., for filing any administrative claim such as through the AJCCs or pursuing a claim through arbitration, regardless of the outcome). Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include knives, hair nets, and gloves if needed to perform the job. The reasonable repair and/or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.			

v. Job Offer Information 22

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation I
3. Details of Material Term or Condition (up to 3,500 characters) * The Company may, at its discretion, offer transportation at no cost to workers who commute to work on a daily basis and elect not to occupy the Company-provided housing. The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will be in accordance with applicable laws and regulations. Workers who elect not to occupy the Company-provided housing are free to provide their own transportation. Employer may at its discretion register/orient and/or take employees to the Social Security Administration Office prior to the contract start date.			

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Itinerary & Crops
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Itinerary: Employer will be working at all locations simultaneously throughout the contract period: October 17, 2026 through April 10, 2027. Crops: Romaine, romaine hearts, salanova lettuce, green leaf, red leaf, butter, spring mix, spinach, iceberg lettuce, broccoli, broccollette, stalk and crown cauliflower, cabbage, celery, carrot, frisee, bok choy, nappa, radicchio, kale, beets, chard, cilantro, collards, fennel, leeks, onion, butternut, green acorn, zucchini, bell peppers, eggplant, brussel sprouts, melons, tomato, garlic.			

x. Job Offer Information 24

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Worker's Compensation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All employees are covered by workers' compensation insurance in accordance with Arizona and California law. This insurance covers injury or disease out of and in the course of the workers' employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period. Insurance coverage is provided by Zenith Insurance Company. The policy number is: M1426101. The Policy is effective beginning 12/31/2025 and expires 12/31/2026. Name and address of policyholder: Fresh Foods, Inc. 700 Airport King City, CA 93930 Person(s) and phone numbers(s) of person(s) to be notified to file claim: Rose Mary Salazar 831-385-3285 Deadline for filing claim: 24 hours or as soon as possible Employees may be put on modified/light work duty as a result of a work-related injury or illness. Modified/light duty activities will be in accordance with state law and related advisories.			

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