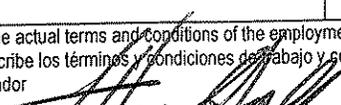


Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

O.M.B. Approval No. 1205-0134, Expires 08/31/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Subarashii Kudamono, LP c/o Tom Sacks 7200 Suter Road Coopersburg, PA 18036 (610) 282-6797		Industry Code / Código de Industria 0175	Job Order # / No. Orden de Empleo 702605				
		Occupational Title and Code / Título Ocupacional y Código 45-2092 FARMWORKERS & LABORERS					
2. Location and Direction to Work Site / Dirección del lugar de trabajo 6209 Route # 309 Germansville, PA 18053 Directions: From Philadelphia, take Rt. # 476 North (Turnpike) to Allentown Exit. Follow Rt. # 22 West to Rt. # 100 North (approx. 3 miles). Follow Rt. # 100 North to Rt. # 309 (approx. 8 miles). Turn right onto Rt. # 309 South and follow for 1/2 mile. Orchard is on left. (see attachment / para más detalles vea 2)		Clearance Order Issue Date / Fecha de Trámite: 6/29/2010	Job Order Expiration Date / Fecha de expiración: 9/11/2010				
		6. Anticipated Period of Employment / Período Anticipado de Empleo From/ Desde: <u>07/19/2010</u> To/ Hasta: <u>11/05/2010</u>					
3. Location and Description of Housing / Dirección y Descripción de la Vivienda The workers' housing is located at the same address as the worksite : 6209 Route # 309, Germanville, PA 18053 Directions: From Philadelphia, take Rt. # 476 North (Turnpike) to Allentown Exit. Follow Rt. # 22 West to Rt. # 100 North (approx. 3 miles). Follow Rt. # 100 North to Rt. # 309 (approx. 8 miles). Turn right onto Rt. # 309 South and follow for 1/2 mile. House is on the left. The house is a 3 + bedroom farmhouse with kitchen, living room, dining area, and full bathroom. (see attachment / para más detalles vea)		7. No. of Worker's Requested / No. de Trabajadores Pedidos 12					
		8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 40 Sunday / Domingo 0 Wednesday / Miércoles 8 Monday / Lunes 8 Thursday / Jueves 8 Tuesday / Martes 8 Friday / Viernes 8 Saturday / Sábado 0					
4. Board Arrangements / Arreglo de Alojamiento Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase (see attachment / para más detalles vea 4)		9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos Interested workers may contact Tom Sacks for an interview at (610) 282-6797 or by mail at: Office, 1601 Union Blvd., Allentown, PA 18109, (610) 437-5627. (see attachment / para más detalles vea)							
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Worker will harvest Asian pears fruit, according to method appropriate for type of fruit, by hand. Carries and positions work aids, such as ladders, canvas drop-cloths, and buckets. Selects fruit to be harvested, according to size, shape, and color. Grasps, twists, and pulls (see attachment / para más detalles vea 10)							
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] El trabajador cosechará las peras asiáticas da fruto, según el método apropiado para el tipo de fruta, a mano. Lleva y el trabajo de las posiciones ayuda, por ejemplo a escalas, a paños de recogida de la lona, y a cubos. Selecciona de fruto para ser cosechado,..... (see attachment / para más detalles: vea 10a)							
11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI	NO NO	Pay Period Periodo de Pago
Asian Pears	\$ 9.94	\$		Social	X		Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	X		X
	\$	\$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)/ Otro		X	Other / Otro
More Details About the Pay/Más Detalles Sobre el Pago (see attachment / para más detalles vea)							
12. Transportation Arrangements / Arreglos de Transportación (Please explain) After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from which the worker came to work for the employer to the place of employment. (see attachment / para más detalles vea 12)							
13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad?							
14. Unemployment insurance provided / Seguro por Desempleo: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") n/a							
18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") n/a							
19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) 1601 Union Blvd., Allentown, PA 18109,				20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) Martin Makovsky (610) 437-5627			
21. Employer's Certification: This job 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. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos. Employer's Signature & Title/ Firma y Título del Empleador  6/4/10							

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
 LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y

trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

ETA 790 Attachments

for

Subarashii Kudamono, LP

7200 Suter Road

Coopersburg, PA 18036

ITEM # 2, LOCATION AND DIRECTIONS TO WORK SITE:

The directions to the work site are:

5452 Holstein Drive, Kempton, PA 19529

Directions: From Allentown, PA:

Follow Route #22 west to Route 100 North, (approximately 8 miles).

Follow Route 100 North to Holben Valley Road, (approximately 5 miles).

Turn left onto Holben Valley Road

Follow Holben Valley Road to Route 863, (approximately 8 miles)

Turn left onto Route 863. Follow Route 863 for ¼ mile.

Subarashii sign on left, driveway on right

ITEM # 3, LOCATION AND DESCRIPTION OF HOUSING:

Address of housing: SEE ETA 790

Directions to housing are:

see ETA 790

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishing. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

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

ADDRESS: 6209 Route # 309 Germansville, PA 18053

PHONE: (610) 767-1086

ITEM # 4, BOARD ARRANGEMENTS: *(check appropriate boxes)*

- _____ Employer will provide 3 meals per day and will charge the worker \$_____ per day.
- Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals.
- Employer will provide (on a voluntary basis) transportation to assure workers access to Stores where they can purchase groceries, if the employer is providing cooking and kitchen facilities.

ITEM # 5, REFERRAL INSTRUCTIONS: *(Include here who an applicant or State Employment Service Representative should contact concerning employment and how that person may be reached)*

Interested workers should contact Local PA Career Link Office, 1601 Union Blvd., Allentown, PA, 18109. Phone: (610) 437-5627.

ITEM # 8, ANTICIPATED HOURS OF WORK

8 hours of work per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath or Federal holidays.

ITEM # 10 & 10 a., JOB SPECIFICATIONS: *(Include here any general crop conditions and work duties not listed on ETA 790, Item #11)*

10. Worker will harvest Asian pears fruit, according to method appropriate for type of fruit, by hand. Carries and positions work aids, such as ladders, canvas drop-cloths, and buckets. Selects fruit to be harvested, according to size, shape, and color. Grasps, twists, and pulls fruit from trees and places fruit into bags, buckets, or trays, exercising care to avoid plant and fruit damage. Empties filled containers into collection boxes and bins. Also, will pack fruit into packing boxes. Worker will perform fruit harvest duties such as frost aversion to keep fruit from freezing, thinning and pruning fruit trees, planting new trees in orchard, and assisting in post harvest orchard clean-up. One month experience required performing same tasks as required in job offered. Worker must be able to stand and work on his/her feet, bend and stoop for long periods of time.

10a. El trabajador cosechará las peras asiáticas da fruto, según el método apropiado para el tipo de fruta, a mano. Lleva y el trabajo de las posiciones ayuda, por ejemplo a escalas, a paños de recogida de la lona, y a cubos. Selecciona dé fruto para ser cosechado, según tamaño, forma, y color. Los asimientos, tuercen, y tiran de la fruta de árboles y los lugares dan fruto en los bolsos, cubos, o las bandejas, ejercitando cuidado para evitar daño de la planta y de la fruta. Vacía los envases llenados en las cajas y los compartimientos de la colección. También, embalará la fruta en las cajas de embalaje. El trabajador realizará deberes de la cosecha de la fruta tales como aversión de la helada para mantener la fruta de la congelación, enrareciendo y de árboles frutales de la poda, plantando nuevos árboles huerta, y ayuda a limpieza postharvest de la huerta. Una experiencia del mes requirió la ejecución de las mismas tareas como se requiere en el trabajo ofrecido. El trabajador debe poder colocarse y trabajar en sus pies, curva e inclinarse por largos periodos del tiempo.

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.

Training will be provided for 2 days. Worker will be expected to meet the following production standards **if applicable**: *(list the production standards for each activity if production standards are applicable)*

ITEM #11, WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

The Adverse Effect Wage Rate (“AEWR”) of \$ 9.94, the prevailing hourly wage rate or prevailing piece rate, or the federal minimum wage rate, whichever is greatest, will be the minimum rate of pay for all employees. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker’s piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

This job offer includes the following crop activities and rates of pay per unit: *(Include all crops and activities not listed on ETA 790, Item #9, along with piece rates and units of measure)*

Crop Activity	Flat Rate (i.e., hr. wk.)	Piece Rate	Unit	Est. Hourly Equiv.	C/L Wage Rate
SEE ETA 790					

No deductions will be made which would bring the employee’s hourly wage below the Federal Minimum Wage.

The employer will _____ OR will NOT **XXX** pay the worker a bonus of \$ _____, based on _____.

Payroll Periods will be **XXX** weekly OR _____ twice MONTHLY. Workers will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, and all deductions. The statements will comply with 20CFR 655.102(b)(8).

Employer guarantees to offer employment for a minimum of 3/4 of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at place of employment and ending on the expiration date specified in the work contract or extensions thereof. In an ACT of GOD termination, the 3/4 guarantee period ends on the date of termination. Employer will provide a worker referred through the interstate clearance system a full week’s work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system for the first week starting with the originally anticipated date of need. If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, the worker will be disqualified from the above mentioned assurance. The employer will provide WORKER’S

COMPENSATION INSURANCE, at not cost to the worker, covering injury and disease, arising out of and in the course of, the worker's employment.

ITEM #11 Cont. WAGE RATES, SPECIAL PAY INFORMATION & DEDUCTIONS:

Employer will not deduct for Federal Taxes for foreign workers, but will make the following deductions: Advances _____ Meals _____ Other _____ Explain:

No deductions will be made which will bring the employee's hourly wage below the Federal Minimum Wage. (Reference: Internal Revenue Service, Publication 51 Circular A, Agricultural Employer' Tax Guide).

Employer will provide worker referred through the Interstate clearance system 40 Hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$ 9.94 / hr. for the first week starting with the originally anticipated date of need. Employer will _____ will not XXX require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are:

If worker referred fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

ITEM #12 TRANSPORTATION ARRANGEMENTS

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which **were advanced and/or reimbursed to the worker.**

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement subsistence will be the minimum amount of \$10.64 per 24-hour period of travel and the maximum amount will be \$39.00 per day with receipts as the maximum amount to be reimbursed for their transportation subsistence expenses) from place of employment to place of recruitment, except when the worker will not be returning to place of recruitment, due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. The arrangements apply only to workers for whom the employer is legally obligated to supply housing.

Free transportation will be provided to and from the housing to the work site each day.

OTHER CLARIFICATIONS AND ASSURANCES:

ASSURANCE: The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.103.

EXTENSION OF EMPLOYMENT: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order holding office or the State agency by telephone 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.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.501 and 20 CFR 655.103.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer or an ACT of GOD. In the event of such termination, the employer will be bound by the 3/4's guarantee from the first work day after arrival to the date of termination.

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service, if the worker: (a) refuses work without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (fails, after completing any training or break-in period, to reach production standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an ACT of GOD, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

INJURIES: The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 17, of which 12 will be H2-A workers for which certification is requested. These numbers are only estimates, as the total workforce needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

TRAINING: Training will be provided for 2 days. Worker will be expected to meet the following production standards **if applicable**: *(list the production standards for each activity if production standards are applicable)* _____

All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.

WORK RULES
for
Subarashii Kudamono, LP

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for termination of the worker's employment. Penalties such as suspension from work opportunity for the remainder of the day, or for up to three days, may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality, effort, and the care and maintenance of all property provided to them by the employer.

1. Workers must follow the supervisor's instructions. Insubordination or failure to regard authority will not be tolerated.
2. The employer will train workers in all aspects of harvesting crops (as specified in Item #10, Job Specifications) for (2) days (16 working hours).
3. Workers who do not perform the work as per supervisor's instructions may be suspended without pay for the remainder of the work day or for up to 3 days at one time. This is the sole judgment of the supervisor, depending upon the degree and seriousness of the infraction. The worker's prior record and other relevant factors will be considered before any disciplinary action is taken.
4. No use or possession of beer, liquor, unlawful drugs or weapons is permitted during work time or during any work day before work is completed for the day (such as during meals). Workers may not report to work under the influence of alcohol or drugs. Illegal drugs may not be used or kept on any employer premises, including housing. Use or possession of illegal drugs, failing or refusing to take a drug test, excessive use of alcohol, will usually result in immediate termination.
5. Employees are expected to be present, able, and willing to perform the assigned work every scheduled work day before work is completed for the day. This is not sporadic or "day work".
Excessive absences will not be tolerated. Excessive absences is considered three (3) consecutive days of un-excused absences or five (5) absences in a 30 day period.
6. Workers shall maintain any living quarters provided to them in a clean and consistent manner.
Workers will cooperate with other workers assigned to such housing and agree to assist in maintaining common kitchen and living areas.
7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds as floor space in sleeping rooms is needed by all occupants.
8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen and living areas.

9. Workers may not drop paper, cans, bottles or other trash in fields, packing house area or on housing premises. Trash and waste receptacles must be used.
10. Workers may not leave the field or other assigned work areas without permission of employer or supervisor.

CLEARANCE ORDER ASSURANCES
(20 CFR 653.501)

By filing and interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employer's Clearance Order with a full week of employment for the week beginning with the date of need stated in Item #6 of the Clearance Order, unless the employer amends such date of need at least 10 working days prior, by so notifying the appropriate ES office. The employer will pay workers recruited through this Clearance Order the rate specified in the Clearance Order for the first weeks starting with the original date of need. The employer retains the option, however, of requiring the worker to perform the alternative work specified in the Clearance Order, if the guarantee in this section is invoked.
2. In the event that the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.
3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.
4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.
5. The employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employer (FLCE) on the order, has a valid FLC certificate or FLCE identification card.
6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, as provided in Item #3 of the Clearance Order, who are unable to return to their residence on the same day.
7. Employment Service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.
8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.



SIGNATURE OF EMPLOYER

6/4/10

DATE

REFERRAL INSTRUCTIONS

Potential U.S. workers (referrals) will be accepted from the local Job Service Office, through word-of-mouth, gate hires (walk-up workers), and other sources. All applicants should be thoroughly familiarized with the job specifications and terms and conditions of employment on the job order. Only workers meeting all qualifications on the job order should be referred by the Job Service Office. In the event the employer receives phone calls or walk-up workers interested in the job offer, the employer must inform the worker of the job requirements and duties, must consider the worker for the job based on the workers qualifications, and must report the results in the final recruitment report submitted to the U.S. Department of Labor.

The best days and times of day for the local Job Service Office to contact the employer concerning referrals as follows:

X M X T X W X TH X F From 8:00 am to 11:00 am and From 1:00 pm to 5:00 pm
 From :00 am to :00 am and From :00 pm to :00 pm
 From :00 am to :00 am and From :00 pm to :00 pm
 From :00 am to :00 am and From :00 pm to :00 pm
 From :00 am to :00 am and From :00 pm to :00 pm

The scheduling of the employer's personal and telephone interviews of referrals will be coordinated by the employer with the local job service office. Personal interviews may be conducted at the local job service office.

ASSURANCE OF RENEWAL OF WORKER'S COMPENSATION COVERAGE DURING WORK CONTRACT PERIOD

This serves as an assurance that should I receive certification of my H-2A application, I will have a valid worker's compensation insurance policy during the job contract period for any worker I employ under the H-2A program. Additionally, once I purchase my worker's compensation insurance coverage, I will provide to your office the company's name, policy number, and effective dates.

This also serves as an assurance that should my worker's compensation insurance policy expire during the work contract period in which I employ workers under the H-2A program, I will renew my worker's compensation insurance policy to cover the workers.

Additionally, once I do renew the worker's compensation policy, I will provide the company's name, policy number, and effective dates to the Certifying Officer, U.S. Department of Labor, Employment and Training Administration, at the address listed in ETA 790, Item #19.

REQUEST FOR CONDITIONAL ACCESS INTO INTERSTATE CLEARANCE SYSTEM

I, Tom Sacks, hereby request permission for conditional entry into the interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner and facilitate the recruitment of domestic workers.

As a condition for placing my order into interstate clearance, I assure that my housing will meet such standards as are agreed upon to fulfill the requirement of the U.S. Secretary of Labor for the use of the Employment Service facilitate for interstate clearance orders. I also authorize representatives of the State Employment Service, the State Health Department, and/or the U.S. Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition. I expect my housing to be occupied by 07/19/2010

Based upon the above data, my housing will meet applicable standards by 06/19/2010 (30 days prior to anticipated occupancy date).

[Signature]
SIGNATURE OF EMPLOYER

6/4/10
DATE

LETTER OF AUTHORIZATION

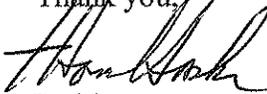
I authorize Mr. Todd Miller, to act as my agent for the purpose of processing all documentation in order for my company and/or farm to obtain H2 visas through the H2 program.

Please send all correspondence to:

Todd Miller, Agent OR
P.O. Box 1073
Helotes, TX 78023
Phone: (210) 695-1648 482-0641
FAX: (210) 695-6287

For overnight delivery:
10410 Stonewind Pl.
San Antonio, TX 78254

Thank you,



Petitioner

6/4/10