U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):

The Garden's Edge
3000 Ironstone Hill Rd
York, PA 17403

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:

23-2978495

b) Telephone Number / Número de Teléfono:

717-747-9266

c) Fax Number / Número de Fax:

n/a

d) E-mail Address / Dirección de Correo Electrónico:

n/a

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

3000 Ironstone Hill Rd
York, PA 17403

From York, PA: Take I-83 to Exit 10 toward PA 214. Left at North St, continue onto Log Rd (approx .5 miles). Right on Ironstone Hill Rd (approx 250 ft). Left on Pleasant Ave (approx 1.5 miles). Arrive at destination on left.

All work sites employer owned or controlled.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

3000 Ironstone Hill Rd
York, PA 17403

From York, PA: Take I-83 to Exit 10 toward PA 214. Left at North St, continue onto Log Rd (approx .5 miles). Right on Ironstone Hill Rd (approx 250 ft). Left on Pleasant Ave (approx 1.5 miles). Arrive at destination on left.

a) Description of Housing / Descripción de la vivienda:

House with kitchen and bath facilities.

JAN 0 [illegible] 2015

Nos. 4 through 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL

4. SOC (O*NET/OES) Occupational Code / Código Industrial:

45-2092.01

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Nursery Workers

5. Job Order No. / Num. de Orden de Empleo:

7975305

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):

841 Vogelsong Rd
York, PA 17404

a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa).

Rick Rivera

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:

01/15/2015

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:

07/19/2015

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:

From / Desde: 3/8/15 To / Hasta: 11/30/15

10. Number of Workers Requested / Número de Trabajadores Solicitados:

10

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 45

Sunday / Domingo _____ Thursday / Jueves 8
Monday / Lunes 8 Friday / Viernes 8
Tuesday / Martes 8 Saturday / Sábado 5
Wednesday / Miércoles 8

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:

n/a

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:

Employer / Empleador: Yes / Si ☐ No ■

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

✓ Employer will furnish free and convenient cooking and kitchen facilities so that workers may prepare their own meals and will provide transportation to assure workers access to stores where they can purchase groceries.

_____ Employer will provide 3 meals per day and will deduct $_____ per day.

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15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Potential US workers 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. The Job Service Office should refer only workers meeting all qualifications on the job order to Lesli Downs, 918-906-5212 M-F between the hours of 8:30a-4:30p CST. 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 worker's qualification, and must report the results in the final recruitment report submitted to the US Department of Labor.

16. Job description and requirements / Descripción y requisitos del trabajo:

Prepare soil and growing media. Cultivate, plant, transplant, and irrigate plants in environmentally controlled conditions. Use hoe, rake, and shovel to maintain growing area. Use loader to haul, spread fertilizer. Drive pickup to rotate plants to/from greenhouses. Harvest plants. Prepare plants for market by moving containers and wrapping. Clean work areas.

Clean driving record - MVR
Must be able to lift 80 lbs.
Employment reference, see attachment

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☐ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: _____

2. Check all requirements that apply:

☐ Certification/License Requirements / Certificación/Licencia Requisitos
☐ Driver Requirements / Requisitos del conductor
☐ Employer Will Train / Empleador entrenará o adiestrará
☐ Extensive Sitting / Estar sentado largos ratos
☐ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
☐ Lifting requirement / Levantar o Cargar _____lbs./libras
☐ Repetitive Movements / Movimientos repetitivos
☐ Criminal Background Check / Verificación de antecedentes penales
☐ Drug Screen / Detección de Drogas
☐ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
☐ Extensive Walking / Caminar por largos ratos
☐ Frequent Stooping / Inclinándose o agachándose con frecuencia
☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

17. 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, etc.)
plants, shrubs	$ 11.29	$	
	$	$	
	$	$	
	$	$	
	$	$	

Deductions* / Deducciones	Yes/Sí	No
Social Security / Seguro Social	■	☐
Federal Tax / Impuestos Federales	■	☐
State Tax /Impuestos Estatales	■	☐
Meals / Comidas	☐	■
Other (specify) / Otro (especifica)	■	☐

Pay Period / Período de Pago / /

Weekly / Semanal ☐

Bi-weekly/ Quincenal ■

Monthly/Mensual ☐

Other/Otro ☐

18. More Details About the Pay / Mas Detalles Sobre el Pago:

19. Transportation Arrangements / Arreglos de Transportación

After the worker has completed 50% of the work contract period, the employer shall reimburse the worker for cost of transportation & subsistence (a min. reimbursement of $11.58/day & a max. reimbursement of $46/day. Receipts required.) from the place of from which the worker has come to work, whether US or abroad, to place of employment. Upon completion of the work contract, the employer will pay reasonable costs of return transportation from place of employment to place from which worker departed to work for employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, in which case this employer only pays for the transportation to the next job. The amount of transportation payment will be equal to the most economical & reasonable similar common carrier transportation charges for the distances involved. Should the worker voluntarily quit or be terminated for just cause prior to completion of 50% of the work contract, the worker will be required to reimburse the employer for full amount of transportation & subsistence monies that were advanced or reimbursed to the worker. The employer shall provide transportation between the place where the employer has provided housing to the actual work site & return at the end of the workday. Such transportation will be without cost to the worker, & the means of transportation shall meet all applicable safety standards.

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ■

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☐ No ■

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ■ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si ■ No ☐

24. 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".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

None

25. 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 toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

27. 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 del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Mark Willoughby, Owner

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Employer's Signature / Firma y Título del Empleador

12/10/14

Date / Fecha

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 Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el numero de la sección e incluya archivos adjuntos, si es necesario.

1. Work Period: Employer guarantees to offer employment for a minimum of ¾ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first workday after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the ¾ guarantee period ends on the date of termination.

Employer will provide worker referred through the interstate clearance system 45 hours of work for the week beginning with the anticipated date of need unless the 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 the employer shall pay an eligible worker referred through the clearance system $ 11.29/hr for the first week starting with the originally anticipated date of need. Employer will _____ will not ✓ require the worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are: _____. Additional hours of work, i.e. on the Sabbath or holidays may be offered but not required.

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

2. 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 due to fire, weather, or other Act of God as determined by the CO. In the event of such termination, the employer will be bound by the ¾ guarantee from the first workday after arrival to the date of termination. Employer will make efforts to transfer worker to comparable employment consistent with immigration law or will provide or pay for reasonable costs of return transportation and subsistence to place of recruitment. Employer will reimburse worker the full amount of any deductions made from worker's pay for transportation and daily subsistence expenses to place of employment and pay worker for any costs incurred by worker for transportation and daily subsistence to place of employment.

3. Insurance: Worker is covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. Additionally, should my worker's compensation insurance policy expire during the work contract period, I will renew my worker's compensation insurance policy to cover the workers.

4. 50% Rule Exemption: ___ Applies ✓ Does not Apply. When applicable, the employer did not, during any calendar quarter, use more than 500 man-days of agricultural labor, is not a member of an association which has applied for alien labor, and has not "associated" with other employers applying for alien labor.

5. Employer Obligation if Employment is Extended: 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.

6. Employer Notification of Changes in Employment Terms & Conditions: Employer will expeditiously notify the order holding office of 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.

7. Work Agreement: A copy of the work contract or ETA 790 and attachments will be provided to the worker no later than on the day the work commences.

8. Wage Statements: Employer will furnish to the worker on or before each payday written statements showing the hours worked by the worker and the worker's total earnings for the pay period. Earnings records and statements will be available for inspection or transcription by the Secretary or a duly authorized and designated representative, and by the worker or representatives designated by the worker. Such statements will comply with 20 CFR 655.122(k).

9. Equipment Damage/Misuse: Workers will be responsible for proper use of equipment. Repair costs of damaged equipment due to misuse, carelessness, or not following instructions will be deducted from worker's earnings. Deductions cannot cause worker's pay to fall below FLSA minimum.

10. Proof of Citizenship: All workers hired under this order will be required to provide documentation attesting US citizenship or legal status to work in the US.

11. Request for Conditional Access: Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards no later than 30 days in advance of the date of need reflected on the ETA 790.

12. Number of Workers: The employer anticipates the total number of workers to be used in this occupation to be 10, of which 10 will be H-2A workers for which certification is requested; the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

13. Wage Rate: Absent a special procedure, offered wage(s) is the highest of the AEWR, the prevailing hourly or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage in accordance with 20 CFR 655.120 (a). In the event the AEWR increases or decreases during the contract period, the employer will pay the highest of the rates in effect at the time work is performed.

14. Abandonment of employment: If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the CNPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

15: Termination for Cause: Employer may terminate the worker with notification to the CNPC & USCIS if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired, (b) commits a serious act of misconduct, or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable.

In such event, the worker will not be entitled to return transportation and daily subsistence nor to the application of the ¾ guarantee of employment.

16. Housing: Employer will provide sufficient housing that meets the applicable standards at no cost to H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence within the same day. Employee will be responsible for and damage to housing other than normal wear & tear.

17. Other: The employer agrees to abide by the regulations in 20 CFR 653.107, 20 CFR 655.135, Assurances, and 20 CFR 653.501. 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 US 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.

Employer will provide, at no cost to the worker, effective means of communication with persons capable of responding to worker's needs in the event of an emergency.

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20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The 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.

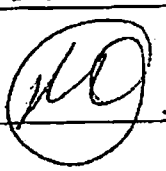
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Mark Willoughby Date: 12/10/14

Employer's Signature  JAN 0 7 2015

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

Southern Impact

Mark Willoughby ("Client"), hereby agrees to the following terms and conditions concerning representation by Southern Impact and its personnel for labor certification:

a. Client will provide true, correct, and accurate information to Southern Impact;
b. All representations provided by Southern Impact in connection with labor certification efforts will necessarily be based solely upon information Client provides, and are therefore Client's representations, and not those of Southern Impact;
c. Client shall remain fully and solely responsible for all representations provided to Southern Impact;
d. Client shall be solely responsible for compliance with all laws, regulations, and regulatory agencies' legal requirements imposed by any federal, state, or other governmental authority for petitions for alien labor, and such compliance is not the responsibility of Southern Impact;
e. Client understands and expressly agrees that Southern Impact is acting on Client's behalf, and agrees to release and indemnify Southern Impact from any and all liability pertaining to or arising out of all agreements for Southern Impact to complete documentation surrounding applications or petitions for alien labor;
f. Client has been fully informed of the Department of Labor and US Citizenship and Immigration Services' regulations pertaining to alien labor and hereby releases and agrees to hold harmless and indemnify Southern Impact from any liability pertaining to such regulations;
g. Client further consents to and requests that Southern Impact, by and through its members/managers, Lesli Downs and Kris Gosney, sign any and all Department of Labor and US Citizenship and Immigration Services' documents on Client's behalf for purposes of submitting applications or petitions for alien labor. In furtherance of said request, Client hereby appoints Southern Impact, by and through the above-named individuals, as its true and lawful attorney in fact in Client's name, place and stead, to act in the name and on behalf of Client for the following purpose only: to execute on behalf of Client all such documents as may be necessary or required by any governmental body or agency in connection with completion and submission of applications or petitions for alien labor. This includes the right to request and receive any documentation on file with any governmental body or agency in furtherance of such efforts. Modes of communication for requesting and receiving information may include telephone, e-mail, fax or mail. This Power of Attorney shall be governed by the laws of the State of Oklahoma, and shall remain in effect until terminated in writing by Client.
h. Client expressly understands and agrees that Southern Impact in no way executes or otherwise acts as or becomes a party to any contracts of employment between any employer and potential employee.
i. Southern Impact does not recruit workers. Client prohibits Southern Impact from collecting compensation of any kind from prospective employees.

Dated this 5th day of January, 2015.

Signature of Client: _____

By: MARK WILLOUGHBY, PRESIDENT
(Printed Name and Title)

JA.I

4080 S Woodmere Dr ▪ Tulsa, OK 74107
(Cell) 918.906.5212 ▪ (Fax) 918.550.8220
info@southernimpact.com

U.S. Department of Labor
Wage and Hour Division

Farm Labor Contractor Certificate of Registration
No. C-06-78-4412-H-15-R
Expires 08/30/2016

Name Lisa Downs

I certify that the person named above is registered pursuant to the Migrant and Seasonal Agricultural Worker Protection Act and is authorized to perform the following activities covered by the Act: Recruit, solicit, furnish, hire and employ.

Transportation	Authorized	x	Not Authorized
Housing	Authorized	x	Not Authorized
Driving	Authorized	x	Not Authorized

Approved Shariya Simon

Date: 09/03/2013

(National Certification Program Manager)

WH-511 (6/96)

188540

Social Security Account No. 442-78-4412

Social Security Employer ID No.

Ferm. Home Address 4309 Summit Ct.

Sand Springs OK 74063

(City or Town) (State) (ZIP Code)

Date of Birth 08/06/1977 Height 5' 2" Weight 111

(Month) (Day) (Year)

This Certificate is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulation issued thereunder, and on my application for registration. It may be revoked or suspended, its renewal denied, for noncompliance with the Act or regulation, including applicable requirements for transporting and housing migrant workers. Such noncompliance may a constitute a criminal offense.

(Signature of Holder) (Title)

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Attachment to ETA 790, Item 16, 1&2

It is imperative to be able to verify work ethic of any applicant in making hiring decisions that affect the safety of all employees and investments.

The employer has multiple thousands of dollars invested in equipment, building structures, and machinery. It is imperative that the employer check employment references for persons who apply to work as irresponsible, irrational, careless persons can destroy equipment and product in a matter of minutes. Failure to be productive in job duties, failure to follow instructions, and failure to attend to work can lead to collapse of the infrastructure of his business.

An employer must protect his investment and the health and well-being of his employees, his family, and himself; this can be more nearly accomplished when employment references are checked. In order to make the work environment as safe as possible and shelter investments, the employer must participate in hiring practices that allow him to do so, such as checking employment references.