

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: <p style="text-align: center;">513473</p>	
4. From:  Agriculture & Foreign Labor Program Manager Virginia Employment Commission 501 Hydraulic Rd Charlottesville, VA 22901	3. Employer Name: <p style="text-align: center;">Happy Family Ranch</p> 5. OES Job Code, Title and Number of Positions Available <p style="text-align: center;">45-2092.02                      4 positions          Farmworker, Crop</p>	
6. Please note the following concerning the above job order:  The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance		
7. By: (ES Agency Representative) <p style="text-align: center;">Kendal Shaver</p>	Title: Agriculture & Foreign Labor Program Manager	Telephone Number: 434-984-7640
8. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
9. By: ES Agency Representative	Telephone Number:	Date Signed:



U.S. Department of Labor  
Employment and Training Administration

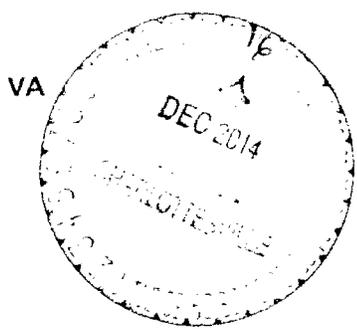
OMB Control No. 1205-0134  
Expiration Date: October 31, 2015

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):  
**Juan and María Pineda DBA Happy Family Ranch, Inc**  
**12507 Elk Run Church Rd Midland**  
**Virginia 22728**  
a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:  
**46-3886823**  
b) Telephone Number / Número de Teléfono:  
**(703) 392-3995**  
c) Fax Number / Número de Fax:  
**(703) 392-7775**  
d) E-mail Address / Dirección de Correo Electrónico:  
**newera98@msn.com**

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:  
**12507 Elk Run Church Rd**  
**Midland**  
**22728**



3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:  
**12507 Elk Run Church Rd, Midland, VA 22728**  
**Take US-29 to VA-28; South on US-17/Marsh Rd; 3.7 miles left onto VA-644/Ritchie Rd.; 3.3 miles right onto VA-806/Elk Run Rd; 1.6 miles left onto VA-634/Elk Run Church Rd; 1.4 miles on the right**  
a) Description of Housing / Descripción de la vivienda:  
**Free housing is provided in a furnished 5 bedroom house to those workers who are not able to reasonably travel to and from their residence. The house has a full kitchen/cooking facilities, cooking and eating utensils with a dining area. Other common areas will be shared by the workers. Utilities will be paid by the employer. Medical facilities are located in Fauquier Hospital at 500 Hospital Dr, Warrenton, VA 20186.**  
**SPANISH:**  
**Se provee vivienda gratuita en una casa amueblada de 5 dormitorios para los trabajadores quienes no pueden razonablemente viajar desde y hacia su vivienda. La casa tiene una cocina completa/instalaciones de cocinar, utensilios para cocinar y comer con un comedor. Las otras áreas in común serán compartidas por los trabajadores. Las utilidades serán pagadas por el empleador. Centros médicos están localizados en Fauquier Hospital al 500 Hospital Dr, Warrenton, VA 20186.**

**Nos. through 8 for STATE USE ONLY**  
**Números 1 a 8 para USO ESTATAL**

4. SOC (ONET/OES) Occupational Code / Código Industrial: <b>45-2092-02</b>	5 Job Order No. / Num. de Orden de Empleo: <b>513473</b>
a. SOC (ONET/OES) Occupational Title / Título Ocupacional: <b>Farmworker, Crop</b>	
6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): <b>100 Premier Pl</b> <b>Winchester VA 22602</b>	
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): <b>Cindy Webb 540-535-2862</b>	
7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: <b>12-23-2014</b>	
8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: <b>7-16-15</b>	
9. Anticipated Period of Employment / Período anticipado o previsto de Empleo: From / Desde: <b>03/01/2015</b> To / Hasta: <b>11/30/2015</b>	
10. Number of Workers Requested / Número de Trabajadores Solicitados: <b>4</b>	
11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: <b>40</b> Sunday / Domingo _____ Thursday / Jueves <sup>5</sup> _____ Monday / Lunes <sup>5</sup> _____ Friday / Viernes <sup>5</sup> _____ Tuesday / Martes <sup>5</sup> _____ Saturday / Sábado _____ Wednesday / Miércoles <sup>5</sup> _____	
12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: <b>See Attachment</b>	
13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/>	

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 provide free and convenient cooking and kitchen facilities so that workers can prepare their own meals. Workers will have access to transportation to get food and supplies when needed. If 3 daily meals are provided to workers, the maximum charge the employer may impose on workers is \$11.58 per 20 CFR 655.122. Dining, full kitchen/cooking facilities and other common areas will be shared by all the workers.**

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 / Veá las instrucciones para más detalles.

The actual employment offer is at the sole discretion of the employer.

Referrals will be accepted from local State Workforce Agency (SWAs). Workers meeting all qualifications should be referred to employer. Employer will receive referrals, interview workers, and make hiring commitments. Employer will recruit through word-of-mouth efforts. Employer will contact any U.S. workers who previously worked for employer during the previous season.

For recruitment purposes, please direct all calls from the Job Service office to Maria or Juan Pineda at (703) 930 1359. The employer will not accept collect calls from applicants. The employer will accept telephone calls from interested U.S. workers.

SWAs should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. Workers must be available and indicate willingness to work the entire season; must have be fully apprised by the local employment office of the terms, conditions, and nature of employment; be legally entitled to work in the U.S.; and be able, willing, and qualified to perform the work.

Workers must possess documentation of legal right to work in the U.S. at the time the workers report to work and will be examined by the employer as a condition for completing the hiring process. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to U.S. Law.

Happy Family Ranch, Inc. will abide by the requirements and assurances of 20 CFR § 653.501 in the processing and/or hiring of individuals referred through the clearance system.

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

Farmworkers will drive tractors; plow, harrow and fertilize soil; clear and prepare land for corn and hay. Cultivate, plant, spray and harvest crops, using tractor drawn equipment. Feed cows, pigs, goats, horses, chickens, fish, and peacocks, observing general condition and health of animals; administer simple medications as needed under farmer's direction. Check water and food supply. Haul hay to animals if during grass shortage. Make sure the animals are walking properly and not showing signs of bone or muscle pain. Examine animals for lumps. Continuously move the cows to a different pasture. Clean barn and maintain the animal areas clean; remove waste. Spray the animals for flies. Assist with calving. Help pigs give birth, clean and feed piglet if necessary. Herd animals to holding areas at night. Deworm cows, horses, pigs, and goats. Tag cows and pigs. Repair and maintain fences, farm machinery, shelters, and barns around the farm.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si  No  If yes, number of months preferred: / Si es asi, numero de meses de experiencia: 3

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 / Inclinandose 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	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
<b>Farmworker</b>	\$ 10.00	\$ N/A		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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

**See Attachment**

19. Transportation Arrangements / Arreglos de Transportación

**Employer will reimburse transportation and subsistence costs from the place where the worker departed to work for the employer to the place of employment, upon completion of 50% of the contract. Upon completing the contract, employer will provide or pay for the transportation and reasonable subsistence to place of recruitment by the most economical carrier or other transportation, except if the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay for such costs.**

**The minimum subsistence rate required by the regulations is \$11.58 U.S.D. per day. The maximum dollar amount which will be reimbursed to workers who submit receipts is \$46.00 per day.**

**In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or if the termination is from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse workers for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.**

**Transportation between the worker's on-site housing and work site will be provided by employer at no cost to the worker.**

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/Si  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.

**Maria Pineda**

**President**

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



Employer's Signature / Firma y Título del Empleador

12/12/2014

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 número de la sección e incluya archivos adjuntos, si es necesario.

**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.

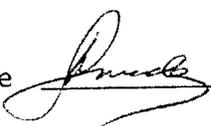
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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 Maria Pineda Date: 12/12/2014

Employer's Signature  \_\_\_\_\_

**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.**

## Addendum

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### 4 UNNAMED, Farmworkers, Form: ETA-790 (Page 1)

#### 2 Location and Direction to Worksite continued:

12507 Elk Run Church Rd, Midland, VA 22728 - Take US-29 to VA-28; South on US-17/Marsh Rd; 3.7 miles left onto VA-644/Ritchie Rd.; 3.3 miles right onto VA-806/Elk Run Rd; 1.6 miles left onto VA-634/Elk Run Church Rd; 1.4 miles on the right

6262 Black Horseman Lane, Midland, VA 22728 - Take US-29 to US-17 South; 1.3 miles left onto Old Marsh Rd.; 0.1 miles left on VA-663/Balls Mill Rd; 0.7 miles left onto VA-674/Green Rd.; 1.1 miles left onto Black Horseman Ln.; 0.09 miles on the right.

We farm in two locations that are 13 miles apart. We have trucks and will provide transportation between both farms. We have horses, goats, chickens and fish at Black Horseman Lane. On Elk Run Church Road, we have cows, pigs, goats, corn and hay.

#### 16 Job Specifications continued:

Trabajadores agrícolas manejarán tractores; arar, rastrar, y fertilizar la tierra; aclarar y preparar el terreno para maíz y heno. Cultivar, plantar, rociar y cosechar los cultivos, usando equipo traídos por tractores. Alimentar las vacas, cerdos, cabras, caballos, gallinas, pescados, y pavorreales, observando la condición general y salud de los animales; administrar medicamentos simples necesitados bajo la dirección del granjero. Revisar el suministro de agua y comida. Acarrear heno para los animales cuando hay escasez de pasto. Asegurarse que los animales están caminando apropiadamente y no están demostrando señas de dolor de hueso o muslo. Examinar los animales por bultos. Continuamente mover las vacas a un pasto diferente. Limpiar el granero y mantener el área de los animales limpio; eliminar los desechos. Rociar los animales para las moscas. Asistir en el parto. Ayudar a los cerdos dar a luz, limpiar y darle de comer al cerdito si es necesario. Reunir en manada a los animales para el área de espera en la noche. Desparasitar las vacas, caballos, cerdos, y cabras. Etiquetar las vacas y los cerdos. Reparar y mantener las cercas, maquinaria agrícola, refugios, y graneros alrededor de la granja.

#### 18 Details About the Pay continued:

The Employer will pay the highest of either the applicable Adverse Effect Wage Rate, the applicable prevailing hourly rate, the agreed upon collective bargaining wage or the Federal or State minimum wage in effect at the time the work is performed. If during the recruitment period or work contract period, the USDOL promulgates an hourly rate or piece rate wage which is higher or lower than the then hourly rate or piece rate wage, this higher or lower hourly rate or piece rate wage will become the guaranteed minimum wage rate. The current AEWR in Virginia is \$9.87.

**Attachments to Form ETA 790  
Happy Family Ranch, Inc. Farmworkers**

Total number of workers employer anticipates employing during covered period of employment are 4. The dates of need are **March 1, 2015 to November 30, 2015.**

**Attachment 12. Hours of Work per Day and Per Week**

Anticipated hours of work will be 40 per week. Workers shall have a rest period of 15 minutes in the morning and 15 minutes in the afternoon which, insofar as is practicable, shall be in the middle of each work period. An appropriate period for lunch will be available.

Employer guarantees to offer employment for a minimum of  $\frac{3}{4}$  of the workdays of the total specified period during which the work contract and all extensions 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. This guarantee can only be abated under conditions specified in 20 CFR 655.135(i), abandonment of employment, Act of God, termination for cause, or because of the obligation to employ a U.S. worker pursuant to 20 CFR 655.135(c). In Act of God terminations, the  $\frac{3}{4}$  guarantee period ends on the date of the termination. In Act of God terminations and contract impossibility, the employer will make efforts to transfer the worker to comparable employment acceptable to worker consistent with existing immigration law, as applicable.

**Attachment 18. Wage Rates and Deductions**

IRS tax law prohibits FICA, Social Security, and Medicare deductions for H-2A/visa foreign workers. Foreign agricultural workers temporarily admitted into the United States on H-2A visas are always exempt from U.S. social security and Medicare taxes, whether they are resident aliens or nonresident aliens. Payments made to H-2A alien agricultural workers are not considered to be "wages" for the purposes of income tax withholding and reporting on Forms 943 and W-2. See IRS code 3121.

Workers will be paid weekly. The employer will make the following deduction: loans and advances (if any). The employer will charge the worker for any long distance telephone charges (if any); the reasonable repair or replacement cost of willful or negligent damage to employer housing, tools, and equipment caused by the worker (other than normal wear and tear). No deductions except those required by law will be made which bring the worker's earnings below the Federal minimum wage.

The employer will comply with the 'first week wage' guarantee of \$400.00 for any worker referred through the clearance system for the number of hours of work for the week beginning with the anticipated date of need per 20 CFR §653.501(d)(2)(v)(A).

**Hours and earnings statements.** Pursuant to 20 CFR 655.122(k), the employer will 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;

- (3) The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in paragraph (i) of this section, 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) Beginning and ending dates of the pay period; and
- (7) The employer's name, address and FEIN.

### **OTHER CONDITIONS AND QUALIFICATIONS FOR EMPLOYMENT**

Workers will be directed and controlled by employer. **Three (3) months prior experience as a farmworker and one satisfactory reference are required.** The name and address or telephone number of the employer reference who can verify the worker's experience and performance will be required at the time of interview. The assistance of the referring office in helping the worker provide this information is helpful.

No worker shall be terminated without just cause, other than for contract abatement for under conditions specified in 20 CFR 655.135(i). Offenses considered just cause for termination of employment include, but are not limited to, the following: (These are examples)

- (a) Failure to perform work in accordance with terms of the Agreement;
- (b) Committing an act of misconduct;
- (c) Engaging in work during the period of this contract for any person other than employer without prior approval of employer;
- (d) Violating any laws of the U.S.;
- (e) Failure to report for work on three consecutive work days or excessive tardiness;
- (f) Leaving work without employer's permission; or
- (g) Drinking alcoholic beverages or other substance abuse on the job.

Employer will apply the above standards on a nondiscriminatory basis as required by law. Pursuant to 20 CFR 655.135((i) employer will notify the Department of Labor and the Department of Homeland Security no later than two (2) working days after the abandonment or termination of employment.

**Contract impossibility.** If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the Certifying officer. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable.

If such transfer is not affected, the employer must:

- a) 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 the worker's next certified H-2A employer, whichever the worker prefers;

- b) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and
- c) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. 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.

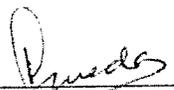
Terms and conditions of this order shall be no less favorable than those contained in any existing labor contract or agreement employer has for the same type of work. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107, and 20 CFR 655.135. Employer agrees to abide by assurances at 20 CFR 655.135, and 20 CFR 653.501. The employer will provide a copy of the contract or Job Clearance Order to the worker no later than on the date work commences.

Juan and Maria Pineda DBA Happy Family Ranch, Inc.  
12507 Elk Run Church Rd.  
Midland, VA 22728  
(703) 392-3995

**REQUEST FOR CONDITIONAL ENTRY INTO CLEARANCE SYSTEM**  
**Farmworkers – March 1, 2015 – November 30, 2015**

I, Maria Pineda, on behalf of Happy Family Ranch, Inc., hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order may be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

Workers will be housed in a house located on the Ranch at no cost to them. This house meets all applicable health and safety standards required by law.

 _____ Maria Pineda Happy Family Ranch, Inc. 12507 Elk Run Church Rd. Midland, VA 22728	_____ President Title	_____ 12/12/2014 Date
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_____ E.S. Representative	_____ Title	_____ Date
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# Happy Family Ranch, Inc

12507 Elk Run Church Rd  
Midland, VA 22728  
Phone 703-392-3995  
Fax 703-392-7775

December 11, 2014

Kendal B. Shaver  
Agriculture and Foreign Labor Program Manager  
Virginia Employment Commission  
2211 Hydraulic Rd  
Charlottesville, VA 22906

Re: Temporary need for 4 Farmworkers

Dear Mr. Shaver:

My husband, Juan and I own two farms. We purchased the farm located at 12507 Elk Run Church Rd. in August 2013 and the one located at 6262 Black Horseman Lane in Midland, was purchased in October 2011. We need four temporary farmworkers to work at both farms.

We have cows, pigs and goats on the Elk Run Farm. We plant the corn and hay at that farm. We have horses, goats, chickens and fish at the Black Horseman Lane farm. The workers will be performing the duties as stated in the job description submitted on our application for temporary labor certification.

We need these workers from March 1, 2015 until November 30, 2015 because the land has to be prepared and tilled prior to planting the corn. We are expanding the acreage of corn we are planting and cannot work the soil before March 1, 2015 because the ground is still frequently too frozen. Our other main crop is alfalfa or hay. We hope to get three crops of hay this season.

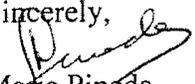
We do not need workers during the winter months because the animals are in the barn and are not being moved from pasture to pasture. We are not clearing the land, seeding the fields, planting and spraying the crops, or harvesting, during the cold winter months. This is all done during our growing season. Most of the pigs will have farrowed and many will be taken to market before the end of November. We will not be working the fields and most of the fencing and repairs will be done during the warm weather and as needed, from March until the end of November. We simply do not have a need for farmworkers from December 1 until March 1, 2014. Once spring comes, we need all hands on deck for the reasons stated above.

We will pay the workers \$10/hour, provide free housing with a kitchen and convenient and free cooking facilities and will abide by all the H-2A assurances, rules and regulations.

We look forward to approval of our Application if we cannot find qualified, willing, able and available workers in the U.S. to perform these services.

Please do not hesitate to contact me if you have any questions.

Sincerely,

  
Maria Pineda

**VIRGINIA EMPLOYMENT COMMISSION**

**LA COMISION DE EMPLEOS DE VIRGINIA**

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

RESUMEN DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

- 1. ORDER NUMBER: 513473
- 2. NAME OF EMPLOYER: Happy Family Ranch, Inc.
- 3. LOCATION OF EMPLOYER AND DIRECTIONS:  
12507 Elk Run Church Rd. Midland, VA 22728  
Take US 29 to VA-28; South on US-17/Marsh Rd.; 3.7 miles left onto VA-644/Ritchie Rd.; 3.3 right onto VA-806/Elk Run Rd; 1.6 miles left onto VA-634/Elk Run Church Rd.; 1.4 miles on the right

- 1. NUMERO DE LA ORDEN: 513473
- 2. NOMBRE DEL EMPLEADOR: Happy Family Ranch, Inc.
- 3. DIRECCION DEL EMPLEADOR:  
12507 Elk Run Church Rd. Midland, VA 22728  
Sigue la ruta US 29 hasta VA-28; Al sur en US-17/Marsh Rd.; a las 3.7 millas doble a la izquierda al VA-644/Ritchie Rd.; a las 3.3 millas derecha al VA-806/Elk Run Rd.; A las 1.6 millas izquierda al VA-634/Elk Run Church Rd.; esta a la mano derecha a las 1.4 millas

- 4. PERIOD OF EMPLOYMENT:  
FROM 03-01-15 to 11-30-15
- 5. WORK SCHEDULE:  
HOURS PER DAY 8  
DAYS PER WEEK 5

- 4. PERIODO DE EMPLEO:  
DEL Mar-01-15 al Nov-30-15
- 5. HORARIO DE TRABAJO:  
HORAS POR DIA 8  
NUMERO DE DIAS POR SEMANA 5

- 6. CROP AND PAY:  
CROP: hay, corn, livestock  
HOURLY WAGE: \$10.00  
PIECE RATE: \$N/A

- 6. COSECHA Y PAGO:  
COSECHA heno, maíz, ganado  
SUELDO POR HORA \$10.00  
PAGA POR UNIDAD: \$no aplica

- 7. WORK TASKS TO BE PERFORMED:  
Drive tractors to plow, harrow, fertilize soil. Clear and prepare land for corn and hay. Cultivate, plant, spray and harvest crops. Feed and care for livestock. Repair and maintain fences, farm machinery, shelters, and barns.

- 7. LABORES A DESEMPEÑAR EN EL TRABAJO:  
Manejar tractores para arar, rastrar, fertilizar la tierra. Aclarar y preparar el terreno para maíz y heno. Cultivar, plantar, rociar y cosechar los cultivos. Alimentar y cuidar del ganado. Reparar y mantener las cercas, equipo, refugios y graneros.

- 8. TRANSPORTATION PROVIDED:  
FROM LABOR CAMP TO WORK SITE AND RETURN  
Yes

- 8. TRANSPORTE PROPORCIONADO: DESDE EL ENCAMPAMENTO HASTA EL SITIO DEL TRABAJO Y LA VUELTA: SI

- 9. HOUSING CAN ACCOMODATE 4 PERSONS  
4 INDIVIDUAL  
0 FAMILY

- 9. VIVIENDA DISPONIBLE PARA 4 PERSONAS:  
4 INDIVIDUOS  
0 FAMILIAS

- 10. MEALS:  
PROVIDED: NO  
IF YES: COST PER DAY \_\_\_\_\_  
(See item 14 in Job Order)  
WORKERS MAY DO THEIR OWN COOKING:  
YES

- 10. COMIDAS:  
PROPORCIONADAS: NO  
EN CASO DE SI: EL COSTO POR DIA SERA \_\_\_\_\_ (Vea Num.14 en la Orden de Trabajo)  
LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI

- 11. DEDUCTIONS:  
TYPE AMOUNT  
SOCIAL SECURITY XXXXXX

- 11. DEDUCCIONES:  
CLASE CANTIDAD  
SEGURO SOCIAL XXXXXX



Virginia Employment Commission

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**Community Services in Fauquier County**  
*Servicios comunitarios en el condado de Fauquier*

**HEALTHCARE SERVICES**  
***SERVICIOS DE SALUD***

Fauquier Health (Hospital)  
500 Hospital Dr.  
Warrenton, VA  
Emergency Dept Phone:  
540-316-4900

Fauquier Free Clinic  
210 West Shirley Ave.  
Warrenton, VA  
540-347-0394

**TEMPORARY HOUSING, FOOD, FINANCIAL ASSISTANCE**  
***REFUGIO DE EMERGENCIA, COMIDA, AYUDA FINANCIERA***

Fauquier Family Shelter Services  
Warrenton, VA  
540-351-0130

Fauquier FISH Food bank  
24 Pelham St.  
Warrenton, VA  
540-347-3474

**SCHOOL FOR CHILDREN**  
***ESCUELA DE NINOS***

Fauquier County Public Schools  
320 Hospital Dr.  
Warrenton, VA 20186  
540-422-7000

**LEGAL AID**  
***ASISTENCIA LEGAL***

Blue Ridge Legal Services  
303 S. Loudoun St. Ste D  
Winchester, VA  
540-662-5021

Legal Aid Justice Center  
1000 Preston Ave. Ste. A  
Charlottesville, VA  
434-911-0553

Virginia Department of Labor Wage & Hour Division  
400 N 8<sup>th</sup> St. #416  
Richmond, VA  
804-771-2488  
1-866-4-USWAGE

**GOVERNMENT BENEFITS OFFICE**  
***OFICINA DE BENEFICIOS PUBLICOS***

Fauquier Social Services  
320 Hospital Dr.  
Alice Jane Childs Building  
Warrenton, VA  
540-422-8400

**EMPLOYMENT AND TRAINING ASSISTANCE**  
***AYUDA EN BUSCAR EMPLEO***

The Workplace Resource Career Center  
320 Hospital Dr.  
Warrenton, VA  
540-422-8422

**ENGLISH AND COMPUTER CLASSES, GED PREPARATION**  
***CLASES DE INGLES Y COMPUTACION, PREPARACION POR EL EXAMEN G.E.D.***

Literacy Volunteers of Fauquier County  
320 Hospital Dr. Suite 10  
Warrenton, VA  
540-422-8465



**Notice of Entry of Appearance  
as Attorney or Accredited Representative**  
Department of Homeland Security

**DHS**  
**Form G-28**  
OMB No. 1615-0105  
Expires 02/29/2016

**Part 1. Information About Attorney or Accredited Representative**

**Part 2. Eligibility Information For Attorney or Accredited Representative**

Name and Address of Attorney or Accredited Representative

(Check applicable items(s) below)

1.a. Family Name (Last Name)

1.b. Given Name (First Name)

1.c. Middle Name

2. Name of Law Firm or Recognized Organization

3. Name of Law Student or Law Graduate

4. State Bar Number

5.a. Street Number

5.b. Street Name

5.c. Apt.  Ste.  Flr.

5.d. City or Town

5.e. State  5.f. Zip Code

5.g. Postal Code

5.h. Province

5.i. Country

6. Daytime Phone Number (  )  -

7. E-Mail Address of Attorney or Accredited Representative

1.  I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest court(s) of the following State(s), possession(s), territory(ies), commonwealth(s), or the District of Columbia.

1.a.

1.b. I (choose one)  am not  am subject to any order of any court or administrative agency disbaring, suspending, enjoining, restraining or otherwise restricting me in the practice of law. (If you are subject to any order(s), explain fully in the space below.)

1.b.1.

2.  I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States, so recognized by the Department of Justice, Board of Immigration Appeals pursuant to 8 CFR 292.2. Provide the name of the organization and the expiration date of accreditation.

2.a. Name of Recognized Organization

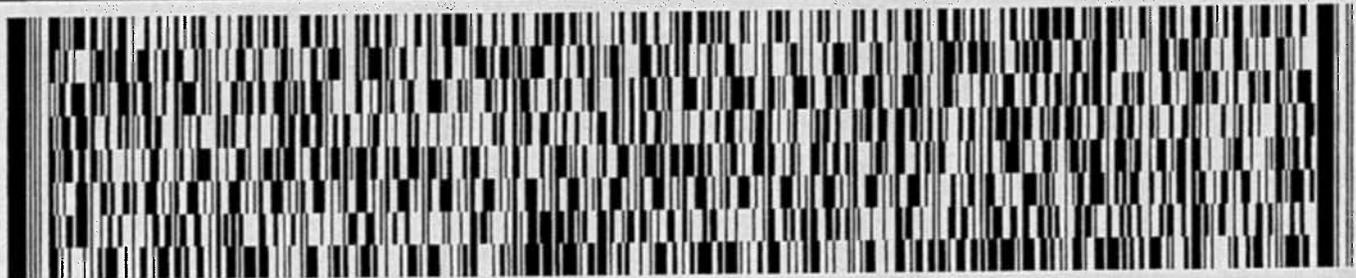
2.b. Date Accreditation expires (mm/dd/yyyy) ▶

3.  I am associated with

3.a.

the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative is at his or her request. If you check this item, also complete number 1 (1.a. - 1.b.1.) or number 2 (2.a. - 2.b.) in Part 2 (whichever is appropriate).

4.  I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2)(iv).



**Part 3. Notice of Appearance as Attorney or Accredited Representative**

This appearance relates to immigration matters before (select one):

- 1.  USCIS - List the form number(s)  
1.a.
- 2.  ICE - List the specific matter in which appearance is entered  
2.a.
- 3.  CBP - List the specific matter in which appearance is entered  
3.a.

I hereby enter my appearance as attorney or accredited representative at the request of:

4. Select only one:  Applicant  Petitioner  Respondent (ICE, CBP)

**Name of Applicant, Petitioner, or Respondent**

- 5.a. Family Name (Last Name)
- 5.b. Given Name (First Name)
- 5.c. Middle Name
- 5.d. Name of Company or Organization, if applicable

**NOTE:** Provide the mailing address of Petitioner, Applicant, or Respondent and not the address of the attorney or accredited representative, **except when a safe mailing address is permitted** on an application or petition filed with Form G-28.

- 6.a. Street Number and Name
- 6.b. Apt.  Ste.  Flr.
- 6.c. City or Town
- 6.d. State  6.e. Zip Code

7. Provide A-Number and/or Receipt Number

Pursuant to the Privacy Act of 1974 and DHS policy, I hereby consent to the disclosure to the named Attorney or Accredited Representative of any record pertaining to me that appears in any system of records of USCIS, ICE, or CBP.

8.a. Signature of Applicant, Petitioner, or Respondent

8.b. Date (mm/dd/yyyy) ▶

**Part 4. Signature of Attorney or Accredited Representative**

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before the Department of Homeland Security. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

1. Signature of Attorney or Accredited Representative

2. Signature of Law Student or Law Graduate

3. Date (mm/dd/yyyy) ▶

**Part 5. Additional Information**

- 1.
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