

STATE OF NORTH CAROLINA

File No.

07CV53490

In The General Court Of Justice

District

Superior Court Division

Mecklenburg

County

FILED

Name And Address Of Plaintiff 1

Andre Airlangga Sianipar
c/o Legal Aid of North Carolina
P.O. Box 26626
Raleigh, NC 27611

2007 FEB 22

AM 10:20

GENERAL

MECKLENBURG COUNTY

C.S. CIVIL ACTION COVER SHEET
 INITIAL FILING SUBSEQUENT FILING

Rule 5(b), Rules of Practice For Superior and District Courts

Name And Address Of Plaintiff 2

I Komang Agus Suryata
c/o Legal Aid of North Carolina
P.O. Box 26626
Raleigh, NC 27611

BY _____

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

Mary Lee Hall, Lori Elmer, and Katharine Woomer-Deters
Legal Aid of North Carolina - Farmworker Unit
P.O. Box 26626
Raleigh, NC 27611

VERSUS

Name Of Defendant 1

GTN Employment Agency, Inc
2020 N. Graham St.
Charlotte, NC 28206

Telephone No.

919-856-2180

Cell Telephone No.

n/a

NC Attorney Bar No.

16347

Attorney E-Mail Address

maryleeh@legalaidnc.org

Summons Submitted

Yes No

Initial Appearance in Case

Change of Address

Name Of Defendant 2

Leeta Kang
2020 N. Graham St.
Charlotte, NC 28206

Name Of Firm

Legal Aid of North Carolina - Farmworker Unit

FAX No.

919-856-2187

Summons Submitted

Yes No

Counsel for

All Plaintiffs All Defendants Only (List party(ies) represented)

Jury Demanded In Pleading
 Complex Litigation

Amount in controversy does not exceed \$15,000
 Stipulate to arbitration

TYPE OF PLEADING

CLAIMS FOR RELIEF FOR:

(check all that apply)

- Amended Answer/Reply (AMND-Response)
- Amended Complaint (AMND)
- Answer/Reply (ANSW-Response)
- Complaint (COMP)
- Confession of Judgment (CNFJ)
- Counterclaim vs. (CTCL)
 - All Plaintiffs Only (List on back)
- Crossclaim vs. (List on back) (CRSS)
- Extend Statute of Limitations, Rule 9 (ESOL)
- Extend Time For Answer (MEOT-Response)
- Extend Time For Complaint (EXCO)
- Rule 12 Motion In Lieu Of Answer (MDLA)
- Third Party Complaint (List Third Party Defendants on Back)(TPCL)
- Other: (specify)

(check all that apply)

- Administrative Appeal (ADMA)
- Appointment of Receiver (APRC)
- Attachment/Garnishment (ATTC)
- Claim and Delivery (CLMD)
- Collection on Account (ACCT)
- Condemnation (CNDM)
- Contract (CNTR)
- Discovery Scheduling Order (DSCH)
- Injunction (INUJ)
- Medical Malpractice (MDML)
- Minor Settlement (MSTL)
- Money Owed (MNYO)
- Negligence - Motor Vehicle (MVNG)
- Negligence - Other (NEGO)
- Motor Vehicle Lien G.S. 44A (MVLN)
- Limited Driving Privilege - Out-of-State Convictions (PLDP)
- Possession of Personal Property (POPP)
- Product Liability (PROD)
- Real Property (RLPR)
- Specific Performance (SPPR)
- Other: (specify)

NOTE: Small claims are exempt from cover sheets.

FLSA, NC RICO, UDTPA, other common law

Date

2/20/07

Signature Of Attorney/Party

Mary Lee Hall

NOTE: The initial filing in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a cover sheet or the filing must comply with G.S. 7A-34.1.

No.	<input checked="" type="checkbox"/> Additional Plaintiff(s)
3	Made Indra Budiawan, c/o Legal Aid of North Carolina, P.O. Box 26626, Raleigh, NC 27611

No.	<input checked="" type="checkbox"/> Additional Defendant(s)	<input type="checkbox"/> Third Party Defendant(s)	Summons Submitted
3	Simon Kang, 2020 N. Graham St., Charlotte, NC 28206		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Art Brideman, d/b/a/ Brideman Vegetable Farms, 3995 Andrews Chapel Rd, Roseboro, NC 28382		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	Mike Moore d/b/a Mike Moore Farms, 174 Balkeun Rd, Rose Hill, NC 28458		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6	Pt. Irfan Java Saputra, Jl. Tukad Balian, No. 333A, Denpasar, Bali 80224, INDONESIA		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7	Pt. Mutiara Brillian Sejahtera, Jl. Haji Saleh Iskandar No. 7, Km 8, Bogor, Jawa Barat INDONESIA		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

2007 FEB 22 AM 10:40
MECKLENBURG COUNTY, N.C.

CASE No:

07CV53490

ANDRE AIRLANGGA SIANIPAR,)
I KOMANG AGUS SURYATA, AND)
MADE INDRA BUDIAWAN, BY)

PLAINTIFFS)

v.)

GTN EMPLOYMENT AGENCY, INC.,)
LEETA KANG, SIMON KANG A.K.A. IL)
KOO KANG, ART BRIDGMAN D/B/A)
BRIDGMAN VEGETABLE FARMS, MIKE)
MOORE D/B/A MIKE MOORE FARMS,)
PT. IRFAN JAYA SAPUTRA, AND PT.)
MUTIARA BRILLIAN SEJAHTERA,)
DEFENDANTS.)

COMPLAINT FOR DAMAGES,
DECLARATORY, and INJUNCTIVE
RELIEF

I. PRELIMINARY STATEMENT

1. Plaintiffs are citizens of Indonesia who were recruited by defendants in Bali, Indonesia, and Jakarta, Indonesia to work as farm workers in North Carolina on H-2A visas. Under penalty of perjury, Defendants submitted to the U.S. Department of Labor a "clearance order," which outlined the terms and conditions of plaintiffs' employment and served as plaintiffs' contract of employment. In that contract, defendants promised the plaintiffs forty (40) hours a week of farm work, at a rate of eight dollars and fifty-one cents (\$8.51) per hour. Defendants also promised to pay all transportation, visa, and border crossing expenses that plaintiffs incurred in traveling to the United States. However, before the plaintiffs traveled to North Carolina to work for defendants, plaintiffs were required to pay recruitment and

transportation fees of between fifty-five (55) and sixty-one (61) million Indonesian rupiah (in excess of six thousand U.S. dollars (\$6,000.00)), and additional costs to obtain visas. Defendants never reimbursed plaintiffs for those costs as promised in the contract, and as required by law.

2. When Plaintiff Sianipar arrived in North Carolina, conditions were very different from those promised. He received minimal work, at less than the contract wage, and was housed in substandard conditions. When Plaintiffs Budiawan and Suryata arrived, defendants offered them no work at all, and eventually housed all three plaintiffs in a warehouse-type building with cramped space, no shower, and no stove. Defendants confiscated passports and return airplane tickets from all plaintiffs, told plaintiffs they would have to work illegally if they wanted a job, and threatened them with immigration and financial consequences if they left the employer.

3. Plaintiffs seek to redress the wrongs they suffered in connection with their North Carolina employment by the defendants, and bring claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), the North Carolina Wage and Hour Act, N.C. Gen. Stat. §§ 95-25.1 *et. seq.* (“NC WHA”), the North Carolina Racketeer Influenced and Corrupt Organizations Act, N.C. Gen. Stat. §§ 75D-1. *et. seq.* (“NC RICO”), the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 (“UDTPA”), and the common law claims of breach of contract and misrepresentation.

4. The plaintiffs seek damages, declaratory relief and injunctive relief, costs of the action and other appropriate relief.

II. PARTIES

5. Plaintiffs are natives of Indonesia, and were recruited and/or employed by Defendants GTN Employment Agency, Inc., Leeta Kang, and Simon Kang at all times pertinent to this action, and were promised employment by Defendants Mike Moore d/b/a Mike Moore

Farms and Art Bridgman d/b/a Bridgman Vegetable Farms. Plaintiff Sianipar was also employed by Defendant Bridgman. Plaintiffs were recruited to work in the United States by Defendants Irfan Jaya Saputra and Mutiara Brilliant Sejahtera in Indonesia. Plaintiff Sianipar was employed and an employee within the meaning of N.C.G.S. §95-25.2(3) and (4), and was engaged in the production of goods for interstate commerce.

6. Defendant GTN Employment Agency, Inc. ("GTN") acted as a labor brokering business. GTN is a North Carolina corporation located in Mecklenburg County, North Carolina. At all times pertinent to this action, GTN was an employer within the meaning of N.C. Wage and Hour Act, N.C. Gen. Stat. §95-25.2(5), was engaged in the production of goods for interstate commerce, and acted as an employer or in the interests of an employer toward Plaintiff Sianipar. Defendants Leeta Kang and Simon Kang did business as "GTN Employment Agency" at all terms pertinent to this action, and formally incorporated the business on September 7, 2006, amidst the events that form the basis of this complaint. Upon information and belief, GTN was undercapitalized at its incorporation, the corporate formalities were not observed, and it is the alter ego of Defendants Leeta and Simon Kang.

7. Defendant Leeta Kang is a resident of Mecklenburg County, North Carolina. Defendant Leeta Kang was a principal of GTN. Defendant Leeta Kang is a farm labor contractor. At all times pertinent to this action, Defendant Leeta Kang was an employer within the meaning of N.C. Wage and Hour Act, N.C. Gen. Stat. §95-25.2(5), was engaged in the production of goods for interstate commerce, and acted as an employer or in the interests of an employer towards Plaintiff Sianipar. Defendant Leeta Kang engaged in many of the activities alleged in this complaint before she and her husband, Simon Kang, incorporated GTN.

8. Defendant Simon Kang a/k/a Ilkoo Kang is a resident of Mecklenburg County, North Carolina. Defendant Simon Kang was a principal of GTN. Defendant Simon Kang is a farm labor contractor. At all times pertinent to this action, Simon Kang was an employer within the meaning of N.C. Wage and Hour Act, N.C. Gen. Stat. §95-25.2(5), was engaged in the production of goods for interstate commerce, and acted as an employer or in the interests of an employer towards Plaintiff Sianipar. Defendant Simon Kang engaged in many of the activities alleged in this complaint before he and his wife, Defendant Leeta Kang, incorporated GTN.

9. Defendant Art Bridgman d/b/a Bridgman Vegetable Farms (“Bridgman”) lives and farms in Sampson County, North Carolina. At all times pertinent to this action, Defendant Bridgman was engaged in the production of goods for interstate commerce. Defendant Bridgman entered a contract with Defendant GTN in which he promised employment to all plaintiffs and acted as an employer or in the interests of an employer toward Plaintiff Sianipar.

10. Defendant Mike Moore d/b/a Mike Moore Farms (“Moore”) lives and farms in Sampson County, North Carolina. At all times pertinent to this action, Defendant Moore engaged in the production of goods for interstate commerce. Defendant Moore entered a contract with Defendant GTN in which he promised employment to all plaintiffs.

11. Defendant Mutiara Brillian Sejahtera (“MBS”) is labor broker located in Indonesia that recruits Indonesian workers for overseas employment including employment in the United States. Defendant MBS acted as the agent for Defendants GTN, Leeta Kang, Simon Kang, Bridgman and Moore in recruiting plaintiffs for employment, helping plaintiffs to obtain H-2A visas, handling paperwork, and arranging transportation for plaintiffs from Indonesia to the United States, activities which affect interstate or foreign commerce. Defendant MBS collaborated with Defendant Irfan Jaya Saputra in recruiting plaintiffs to work in the United

States. Defendant MBS also shared officers with Defendant Irfan Jaya Saputra, including, among others, I Putu Arya Agus Redika.

12. Defendant Irfan Jaya Saputra (“Irfan Jaya”) is a labor broker located in Indonesia that recruits Indonesian workers for overseas employment including employment in the U.S. Defendant Irfan Jaya acted as the agent for Defendants GTN, Leeta Kang, Simon Kang, Bridgman and Moore in recruiting plaintiffs for employment, helping plaintiffs to obtain H-2A visas, handling paperwork, and arranging transportation for plaintiffs from Indonesia to the United States, activities which affect interstate or foreign commerce. Defendant Irfan Jaya collaborated with Defendant MBS in recruiting plaintiffs to work in the United States. Defendant Irfan Jaya also shared officers with Defendant MBS, including, among others, I Putu Arya Agus Redika.

III. STATEMENT OF FACTS

A. Premises of the H-2A Program

13. A “guestworker” program for seasonal farmworkers exists under current U.S. immigration law. This program is known as the “H-2A” program and is codified at 8 U.S.C. §1181(h)(ii)(a).

14. Employers seeking to hire H-2A workers must first apply to the U.S. Department of Labor’s Employment and Training Administration (ETA) for a certification that 1) there are not enough workers in the United States ready and able to take the jobs, and 2) the conditions offered for the jobs do not adversely affect other farmworkers in the United States. This application is known as an agricultural clearance order. It forms the basis of the job offer.

15. Under the statute and the regulations promulgated by the Secretary of Labor, employers desiring to employ H-2A workers must provide certain benefits, including an hourly

wage set by the Secretary of Labor each year, known as the Adverse Effect Wage Rate (AEWR), reimbursement for transportation costs to and from their permanent home, free housing which meets all applicable federal, state and local housing codes, free transportation to and from the worksite, free work tools, worker's compensation, itemized pay statements, and a minimum of three-quarters (3/4) of the hours of work promised on the job order. All of these items must be included in the clearance order filed with the ETA by the employer.

16. If ETA approves the clearance order and certifies the employer's need for H-2A workers, the employer may file a petition with U.S. Citizenship and Immigration Services ("USCIS") seeking approval for H-2A visas for the prospective employees s/he names in the petition. After the petition is approved, officials of the U.S. Consular Service of the U.S. Department of State schedule those persons for interviews at a U.S. consulate in their home country. If the consular officials find these individuals meet the eligibility requirements for H-2A visas imposed by immigration law (i.e., they are not intending to immigrate to the U.S. permanently, have never been deported, etc.), the workers are issued temporary non-immigrant agricultural (H-2A) visas for the period specified in the ETA certification.

17. Under the law and regulations H-2A visas must be for seasonal agricultural work and are of less than one (1) year in duration.

18. The ETA handbook on H-2A certifications contains specific instructions regarding farm labor contractors who file clearance orders for H-2A workers, noting, "The H-2A program and the implementing regulations are primarily constructed for the use of employers who own and/or operate a fixed-site establishment . . . However, . . . bona fide registered farm labor contractors may be eligible to apply for and receive H-2A certification." ETA Handbook No. 398, H-24 (1988).

19. Farm labor contractors have a history of labor violations and economic insolvency. Therefore, the ETA Handbook instructs that state job service and ETA staff should “be careful to look behind any applications filed by farm labor contractors” to ensure that the contractor is operating by the federal statutes regulating farm labor contractors, and that the jobs in the clearance order are genuine and that “the conditions associated with them comply with applicable laws and regulations.” ETA Handbook No. 398, II-25 (1988).

20. One way that the ETA implements this instruction is by to require a signed statement from the fixed-situs employer who will use the farm labor contractor verifying the period of employment and number of workers needed. The statement must also detail certain terms of the employment.

21. By the terms of their visas, H-2A workers may be lawfully employed in the U.S. only by the Employer who sought the visa and by none other.

B. GTN Employment Agency’s Efforts to Obtain H-2A Workers

22. In 2005, Defendants Leeta and Simon Kang obtained FLC licenses, under the auspices of an unincorporated business they called GTN Employment Agency (“GTN”), and filed clearance orders as the first step toward obtaining temporary agricultural worker (H-2A) visas for workers from Asia to come to the United States.

23. GTN’s office address was the same as that of a digital sign shop they operate on North Graham Street in Charlotte. The only special equipment relevant to farm labor contracting activities that either the Kangs or GTN possessed was a school bus to transport workers, emblazoned with GTN’s name.

24. The Kangs also used the North Graham Street address for another business they operated, Global Trading Network. In September 2006, the Kangs incorporated the digital sign business, Global Trading Network, and GTN Employment Agency.

25. In 2006, Defendants Leeta and Simon Kang and GTN Employment Agency (“the GTN Defendants”) made agreements with a few North Carolina farmers to use the GTN’s services to provide H-2A workers to their farms. One of these farmers was Defendant Mike Moore. Another was Defendant Art Bridgman.

26. In June 2006, the GTN Defendants submitted a clearance order, attached as Exhibit 1, to the ETA seeking certification for H-2A workers at Defendant Moore’s farm. The Moore clearance order (Exhibit 1) promised the following terms and conditions of employment:

- a. that work was available for fifty (50) workers;
- b. that the promised wage was the federal Adverse Effect Wage Rate of \$8.51 per hour in conformity with federal law;
- c. that forty (40) hours of work per week would be provided;
- d. that the period of employment would be from August 15 to November 15, 2006;
- e. that employment was guaranteed for a minimum of three-fourths ($\frac{3}{4}$) of the work days of the total specified period during which the work contract was in effect (the “three-quarter guarantee”);
- f. that the work provided would be agricultural work, picking and packing squashes;
- g. that the housing would be located at 1753, 1748 and 1820 Gilmore St., Fayetteville, North Carolina; and
- h. that “transportation, visa, and border crossing expenses [incurred by plaintiffs] will be reimbursed on or before the first pay day.”

27. As part of the Moore clearance order, Defendant Leeta Kang, on behalf of all the GTN Defendants, also swore under penalty of perjury, to the following assurances:

- a. that the GTN Defendants had sufficient funds available to pay the wage or salary offered to the H-2A workers; and
- b. that the GTN Defendants would comply with all federal, state, and local employment-related laws, as required by 20 C.F.R. §655.103(b).

28. In July 2006, the GTN Defendants submitted a clearance order, attached as Exhibit 2, to the ETA seeking certification for H-2A workers at Defendant Bridgman's farm. The Bridgman clearance order (Exhibit 2) promised the following terms and conditions of employment:

- a. that work was available for fifteen (15) workers;
- b. that the promised wage was the federal Adverse Effect Wage Rate of \$8.51 per hour in conformity with federal law;
- c. that forty (40) hours of work per week would be provided;
- d. that the period of employment would be from August 30, 2006 to January 15, 2007;
- e. that employment was guaranteed for a minimum of three-fourths ($\frac{3}{4}$) of the work days of the total specified period during which the work contract was in effect (the "three-fourths guarantee");
- f. that the work provided would be agricultural work, planting, cultivating, harvesting, and packing "oriental vegetables";
- g. that the housing would be located at 1728 and 1725 Gilmore St., Fayetteville, North Carolina;

- h. that “transportation, visa, and border crossing expenses [incurred by plaintiffs] will be reimbursed on or before the first pay day.”

29. As part of the Bridgman clearance order, Defendant Leeta Kang, on behalf of all the GTN Defendants, also swore under penalty of perjury, to the following assurances:

- a. that the GTN Defendants had sufficient funds available to pay the wage or salary offered to the H-2A workers; and
- b. that the GTN Defendants would comply with all federal, state, and local employment-related laws, as required by 20 C.F.R. §655.103(b).

30. On June 29, 2006, the GTN Defendants, through Leeta Kang, signed these clearance orders under penalty of perjury pursuant to 28 U.S.C. §1746.

31. The GTN Defendants knew the promises in the clearance order to be false at the time Defendant King signed under penalty of perjury.

32. At the time that Defendant Leeta Kang, on behalf of the GTN Defendants, swore under penalty of perjury to the terms, conditions, and assurances on the clearance order, the GTN Defendants did not intend to comply with the conditions and assurances listed in the H-2A Contracts.

33. Specifically, the GTN Defendants knew that Defendant Moore did not have work for fifty (50) workers on his farm.

34. The GTN defendants also did not plan to house the workers in the housing in Fayetteville which they had identified on the clearance order, for the duration of the dates specified on the clearances order. This is the housing for which they had received certification from the N.C. Department of Labor’s Migrant Housing Division, as required by ETA.

35. The GTN defendants did not intend to pay plaintiffs the required Adverse Effect Wage Rate.

36. The GTN Defendants did not intend to reimburse plaintiffs for their transportation costs nor for their visa and border crossing expenses as required by the job order.

37. The GTN Defendants did not intend to comply with federal, state and local employment-related laws.

38. The ETA would not have approved the clearance orders without Defendant Leeta Kang's sworn assurances to comply with all federal, state and local labor laws, that the information contained was truthful, and that she had sufficient funds to pay her employees. The ETA would also not have approved the clearance orders if Defendant Kang failed to indicate the authorized migrant housing in which GTN would house the workers.

39. Defendants Moore and Bridgman also signed written contracts ("Grower Agreements") to employ H-2A workers provided by Defendant GTN. Plaintiffs were the intended beneficiaries of these Grower Agreements. These Grower Agreements were submitted with the clearance orders (attached here as Exhibits 1 and 2), and are attached here at Exhibits 3 and 4. ETA required Grower Agreements to be included in the clearance order and would not have approved the clearance orders without Grower Agreements.

40. Defendant Moore's Grower Agreement specified that he needed fifty (50) workers from August 15 to November 15, 2006.

41. Defendant Moore knew when he signed his Grower Agreement that he would not need fifty (50) H-2A workers from August 15 to November 15, 2006.

42. Defendant Bridgman's Grower Agreement specified that his farm needed fifteen (15) workers from August 30, 2006 to January 15, 2007.

43. Defendant Bridgman knew when he signed his Grower Agreement that he would not need fifteen (15) H-2A workers from August 30, 2006 to January 15, 2007.

44. Relying on the GTN Defendants' statement of the terms and conditions of employment, the GTN Defendants' sworn assurances, and the enclosed Grower Agreements from Defendants Moore and Bridgman, ETA approved the clearance orders, allowing the GTN Defendants to petition the USCIS for H-2A visas for the laborers of its choice.

C. Recruitment of the Plaintiffs In Indonesia

45. The GTN Defendants used Defendants MBS and Irfan Jaya as their agents in Indonesia to recruit and hire H-2A workers to work on the certified orders. The GTN Defendants were aware that Defendants MBS and Irfan Jaya would charge applicants a sizeable fee.

46. Defendants MBS and Irfan Jaya held themselves out as the authorized agents of Defendant GTN to the public and to the plaintiffs. Beginning in winter 2006, Defendant Irfan Jaya used the Internet to advertise three-hundred (300) positions for agricultural work in the United States.

47. Defendant MBS sent its principal, Mr. Nunu Juhana, to Charlotte, North Carolina, where he met with the GTN Defendants to conduct business related to his company's recruitment efforts on behalf of GTN.

48. Defendants MBS and Irfan Jaya recruited plaintiffs in Indonesia through newspaper advertisements and personal contacts.

49. Defendants Irfan Jaya and MBS, acting as agents of the other defendants, orally promised plaintiffs that, among other things:

- a. they would work legally in the United States as farmworkers with H-2A visas;
- b. their employer would provide free housing;
- c. they could remain working a maximum of three (3) years in the United States.

50. Defendant Simon Kang also went to Indonesia and personally met with the agents and potential workers at the offices of GTN's agents in Java. While there, he assured Plaintiff Sianipar that his first visa would be for six (6) months and that it could be extended for up to three (3) years.

51. Defendants also gave plaintiffs written contracts with Defendant GTN Employment Agency, which were witnessed by agents of Defendant Irfan Jaya. The written contract ("Employment Contract") is attached as Exhibit 5. Defendant Simon Kang signed these contracts on behalf of GTN. The Employment Contract promised, among other things, that:

- a. The period of employment would be six (6) months;
- b. The employer would pay the employees between "U.S. \$7- U.S. \$9 per hour;"
- c. And that the employment "shall be governed in every respect by the laws of the United State [sic] of America."

52. Defendants MBS and Irfan Jaya informed plaintiffs that their fee would be fifty-five million (55,000,000) Indonesian rupiah (over six thousand U.S. dollars (\$6,000)) for the job offered.

53. Defendant MBS gave plaintiffs a contract ("Fee Contract"), which stated that Defendant MBS would "send and give a job to [plaintiffs] in the United States," in exchange for the payment of fifty-five million (55,000,000) Indonesian rupiah from each plaintiff. The Job Placement Contract is attached as Exhibit 6, with attached English translation.

54. Defendant MBS showed Plaintiff Sianipar pictures of what purported to be the housing in which he would live. The housing portrayed was of good quality. Defendant MBS told Plaintiff Sianipar that GTN was an established company that had experience with H-2A work visas and showed him pictures of Indonesian recruiter Nunu Juhana taken at the GTN office in Charlotte with the Kangs.

55. Relying upon the promises made to them by Defendants MBS and Irfan Jaya, acting as agents for the other defendants, plaintiffs accepted the jobs offered by Defendants GTN, Bridgman, and Moore, and each plaintiff agreed to pay Defendant MBS or Irfan Jaya fifty five million (55,000,000) rupiah. This amount included the costs of the visa and plaintiffs' transportation from Indonesia to North Carolina, as well as fees for MBS, Irfan Jaya and the GTN Defendants.

D. Plaintiffs Make Arrangements in Indonesia to Come to the United States

56. Plaintiffs had to make financial arrangements in order to pay the fifty-five million (55,000,000) Indonesia rupiah fee charged by Defendants MBS and Irfan Jaya.

57. The fees represented multiple years of earnings in Indonesia for the Plaintiffs, but the opportunity to earn significantly more in the U.S., and the promise of three (3) years of employment here, induced them to apply.

58. Plaintiff Budiawan sold some personal possessions and borrowed money, using his family's ancestral lands as collateral.

59. Plaintiff Suryata borrowed money from his family.

60. Plaintiff Sianipar sold his possessions and borrowed money to pay the fee of the fifty-five million (55,000,000) Indonesian rupiah. Shortly before leaving Indonesia, agents of

Defendants MBS and/or Irfan Jaya told Plaintiff Sianipar that he would need to pay an additional six million (6,000,000) Indonesian rupiah. Plaintiff Sianipar had to make last-minute financial arrangements to meet this additional demand.

61. Plaintiffs paid the fees to the Indonesian recruiters, Defendants MBS and Irfan Jaya. These fees were primarily for the benefit of the plaintiffs' employers.

62. Upon information and belief, the GTN Defendants intended that a portion of the fees which plaintiffs paid to the agents in Indonesia would be remitted to them in North Carolina.

63. Agents of Defendants MBS and Irfan Jaya told plaintiffs to come to Jakarta in early September 2006 for their visa interview at the U.S. Embassy's consular section.

64. Plaintiff Sianipar is from Jakarta, but plaintiffs Budiawan, and Suryata had to make several trips from their homes in Bali to Jakarta in order to secure the visa. For plaintiffs Budiawan and Suryata, these trips necessitated a flight from Bali to Java and an overnight stay in Jakarta. MBS and Irfan Jaya charged Plaintiffs Budiawan and Suryata additional money for these trips, requiring them to utilize the transportation and accommodations arranged by them. Upon information and belief, the amount Plaintiffs Budiawan and Suryata paid for the transportation and accommodations included an additional charge for Defendants MBS and Irfan Jaya.

65. The expenses incurred on these trips were for the benefit of Defendant Bridgman and the GTN Defendants.

66. Agents of Defendants MBS and Irfan Jaya instructed plaintiffs that, if asked in the visa interviews by consular staff how much they paid for defendants' services to obtain the visa, they should answer no more than one thousand eight hundred dollars (\$1,800). At this point, plaintiffs had already paid Defendants MBS and Irfan Jaya a total of thirty-five million

(35,000,000) Indonesian rupiah, which was equivalent to more than four thousand dollars (\$4,000).

67. Plaintiff Sianipar was approved by the U.S. consulate for an H-2A visa, which he received within a week of his arranged flight to the U.S. Plaintiff Sianipar was surprised to discover that the visa expired on November 15, 2006, but was reassured by agents of Defendants MBS and Irfan Jaya that the visa would be renewed.

68. Plaintiffs Sianipar flew from Jakarta, Indonesia to Los Angeles, California on September 30, 2006. He arrived in North Carolina on or about October 1, 2006.

69. In their first two trips to the U.S. Embassy in Jakarta to obtain their visas, Plaintiffs Budiawan and Suryata were told that Defendant GTN had not submitted the proper paperwork for them to be approved for their visas. Finally, on their third trip to the U.S. Embassy on October 6, 2006, Plaintiffs Budiawan and Suryata were told that the paperwork was in order and the visas would be issued.

70. Plaintiffs Budiawan and Suryata traveled to the United States from Denpasar, Bali, Indonesia by air, arriving in Charlotte, North Carolina on October 18, 2006.

E. Plaintiffs Sianipar Arrives at Bridgman Farm in North Carolina

71. Defendant Simon Kang met Plaintiff Sianipar at the airport and drove him to the Bridgman farm where six (6) other Indonesian H-2A workers had already arrived. Defendant Simon Kang informed Plaintiff Sianipar during this trip that he would not work picking squash, as the contract said, because Kang claimed that one of the growers (Moore) had no work, and the other farm (Bridgman) only needed six (6) workers.

72. Plaintiff Sianipar and the six (6) other workers were housed in a trailer on the Bridgman farm. This trailer was not licensed as a migrant labor camp by the North Carolina Department of Labor nor did it meet the health and safety standards for a migrant labor camp. Defendant Bridgman had an outstanding fine from the North Carolina Department of Labor for housing migrant farm workers in the same trailer earlier that year.

73. The other workers, who had arrived shortly before Plaintiff Sianipar, had already been forced to turn over their passports and return airplane tickets to the Kangs. A few days after Plaintiff Sianipar arrived at the Bridgman farm, Defendant Leeta Kang returned to the trailer and demanded that he relinquish his passport and return airplane ticket. When Plaintiff Sianipar asked why they had to be taken, Defendant Kang informed Plaintiff Sianipar that this was a mandatory condition of the job, and then she took his passport and return airplane ticket.

74. The GTN Defendants and Bridgman failed to provide Plaintiff Sianipar with the work they had promised at the Bridgman farm. Plaintiff Sianipar was paid less than the hourly wage required under the H-2A Contract and the law [eight dollars and fifty-one cents (\$8.51)].

75. Shortly after Plaintiff Sianipar's arrival, the Kangs brought more Indonesian H-2A workers to the farm, swelling the number of men housed in the trailer to fourteen (14). Many workers had to sleep on the floor and there was no functioning heat. The trailer was also infested with cockroaches and the conditions were otherwise substandard.

76. The GTN Defendants also required workers living at the trailer to pay additional, previously undisclosed amounts for utilities and other housing charges.

77. With fourteen (14) workers now at the farm, GTN and Bridgman could offer even less work for each worker.

F. Plaintiff Sianipar is Moved to GTN's Workshop in Charlotte, North Carolina

78. On or about October 12, 2006, the GTN Defendants and Defendant Bridgman told Plaintiff Sianipar that he would have to leave the farm and work elsewhere. He was not offered any choice. The GTN Defendants sent another worker to work in a Chinese restaurant; Plaintiff Sianipar was brought back to the GTN office in Charlotte.

79. Plaintiff Sianipar was surprised to discover that the GTN Employment Agency office was, in reality, a shop which manufactured digital signs. He also discovered that another Indonesian who had come on an H-2A visa was working in the digital sign shop for the GTN Defendants.

80. Plaintiff Sianipar and the other worker were housed in a small room inside a workshop behind the storefront and office of the Kangs' digital sign shop. (See photo of entrance to room, attached as Exhibit 7). The housing was woefully below standards. Plaintiff Sianipar slept on a small mattress on the floor. He and the other worker used a toilet in the office bathroom, which did not contain any bathing or shower facilities. (See Exhibit 8). The only water available for cooking, washing food utensils, and bathing was an industrial-style janitor's sink in the bathroom, which was stained with paints and chemicals from the graphics business. (See Exhibit 9). There was no hot water, so Plaintiff Sianipar had to boil water on a hot plate to heat it before bathing. The cooking facilities consisted of only a refrigerator and a rice cooker. While there was also a microwave, Defendant Lecta Kang instructed Plaintiff Sianipar that he was not allowed to use it.

G. Plaintiffs Budiawan and Suryata Arrive in Charlotte, North Carolina

81. Defendant Leeta Kang met Plaintiffs Budiawan and Suryata at the airport when they arrived on October 18, 2006 and drove them directly to the GTN office at the digital sign shop.

82. Defendant Leeta Kang informed Plaintiffs Budiawan and Suryata that their contract at the farm was no longer valid, and if they wanted to work in the U.S. they would have to work elsewhere. She told them that she was going to find them work elsewhere because the farmers did not want their labor anymore.

83. Once at the GTN office, Defendant Kang confiscated Plaintiff Budiawan's and Suryata's passports and return airplane tickets.

84. The GTN Defendants housed Plaintiffs Budiawan and Suryata in the same room in the workshop already occupied by Plaintiff Sianipar and the other worker. The three plaintiffs shared the small, twin-sized mattress on the floor to sleep. The plaintiffs bought food and other necessities with the money they had brought with them and with the meager wages which Plaintiff Sianipar had earned on the Bridgman farm.

85. Days went by with no indication to the plaintiffs that the GTN defendants were doing anything to locate work for them.

86. On or about October 26, 2006, after living in the cramped conditions of the workshop and not working or earning any money, plaintiffs told Defendant Leeta Kang that they wanted to return home. Defendant Leeta Kang refused to relinquish their passports, visas and return airplane tickets unless they each paid her the sum of two thousand dollars (\$2,000.00). Plaintiffs, of course, did not have the requested amount. They believed that Leeta Kang demanded this amount with the aim of placing them in a restaurant or other job and deducting this amount from their wages over time.

87. On October 28, 2006, at about 1:30 p.m., Defendant Leeta Kang told Plaintiff Suryata that she had made arrangements for him to fly to Indonesia at 2:30 p.m., but she would not let him leave unless he signed a paper first promising not to sue her or Defendant GTN. The paper was in English. Upon information and belief, it purported to renounce any claims which plaintiffs might have against the GTN defendants and to state that plaintiffs wished to return to Indonesia because they were refusing to work. Defendant Leeta Kang also asked Plaintiff Budiawan to sign the same document.

88. When Plaintiffs Suryata and Budiawan refused to sign the paper, Defendant Leeta Kang became very angry. Plaintiffs feared that Defendant Leeta Kang would retaliate by calling the U.S. authorities to have them arrested. This fear was heightened by the fact that Defendant Leeta Kang held their passports and visas and they had no identification documents. Plaintiffs left the store quietly by the back door, leaving behind their belongings.

89. Defendant Leeta Kang followed plaintiffs in her car. She ordered them to get into her car, which plaintiffs refused. Defendant Leeta Kang trailed the plaintiffs to the downtown bus station. At the station, Defendant Leeta Kang told plaintiffs she would call immigration if they didn't return to the GTN workshop. Plaintiffs were frightened, but refused.

90. Plaintiffs made several attempts through their counsel to regain their property from Defendant Kang, who finally returned the items to plaintiffs.

91. Defendant Kang has redeemed the airplane tickets of plaintiffs' non-represented co-workers for their cash value.

92. Plaintiffs suffered significant damages due to defendants' false promises and failure to provide promised benefits, including, among other things, the exorbitant fees they paid in recruitment fees, transportation, and visa costs; interest paid on loans in Indonesia; loss of

employment they had in Indonesia; loss of the promised contract benefits in the United States; the taking of the passports with visa and airplane tickets and other incidental damages.

H. Facts Related to Racketeering Activity

93. NC RICO became effective on October 1, 1986 with the purpose and intent to deter organized unlawful activity, including the prevention of unjust enrichment of those engaged in unlawful activity. See N.C.G.S. §75D-1, *et. seq.*

94. NC RICO allows any innocent person, who is injured by reason of racketeering activity, to have a cause of action to recover their damages, N.C.G.S. §75D-8(c).

95. The GTN Defendants derived substantial economic proceeds and profits from the pattern of racketeering activity alleged herein.

96. The GTN Defendants, in association with Defendants MBS and Irfan Jaya, and in association with participating growers, conducted and organized an unlawful worker exploitation scheme for the purpose of obtaining a pecuniary gain at the expense of plaintiffs.

97. The GTN Defendants fraudulently applied for and received approval for over thirty (30) H-2A visas, allowing Defendants to charge Plaintiffs and other Indonesian workers exorbitant recruitment fees through misrepresenting the job positions, all for personal profit.

98. In order to perpetrate this unlawful worker exploitation scheme, the GTN Defendants knowingly and willfully committed multiple acts of racketeering activity under N.C.G.S. §75D-3(c)(1); including N.C.G.S. §14-209 (Perjury); N.C.G.S. §14-72 (Larceny) or, in the alternative N.C.G.S. §14-90 (Embezzlement); and N.C.G.S. §14-118.4 (Extortion).

99. In order to perpetrate this unlawful worker exploitation scheme, the GTN Defendants knowingly and willfully committed multiple acts of racketeering activity under N.C.G.S. §75D-3(c)(2); including 18 U.S.C. §1546 (Visa Fraud).

Visa Fraud – Violation of 18 U.S.C. §1546

100. The GTN Defendants knowingly and willfully devised a scheme to defraud the ETA, U.S. Citizenship and Immigration Services (“USCIS”), and the U.S. Department of State (“DOS”), by making materially false statements with the intended purpose of depriving plaintiffs and other similarly situated persons seeking H-2A employment of their property and basic labor rights for personal profit.

101. In order to obtain H-2A labor, an employer is required to submit a clearance order as described above in ¶¶14-20 of this Complaint.

102. The GTN Defendants submitted and were approved for H-2A visas based on their sworn assurances as set forth in ¶¶26-30 of this Complaint.

103. The GTN Defendants collectively made false assurances as set forth in ¶¶26-30 of this Complaint in order to have the clearance orders approved so that they could approach their victims with promises of employment in the United States.

104. Without the false assurances, the GTN Defendants would have been unable to obtain H-2A workers and would have been unable to exploit the H-2A workers for personal profit.

105. ETA approved the fraudulent labor certifications submitted by the GTN Defendants in 2006, USCIS approved the I-129 petition, and the DOS issued H-2A visas for employment with the GTN Defendants and contracting growers.

106. During this time, the GTN Defendants collected several thousand dollars each from plaintiffs and other applicants through their overseas recruiters, Defendants MBS and Irfan Jaya, as a direct result of this scheme.

107. As set forth in ¶¶26-38 of this Complaint, the GTN Defendants knowingly and willfully made, under penalty of perjury, material false statements about the terms and conditions of the job.

108. As set forth in ¶92 of this Complaint, the GTN Defendants' falsely sworn assurances in their visa application caused plaintiffs' economic injuries.

Perjury – Violation of N.C.G.S. §14-209

109. The GTN Defendants knowingly and willfully devised a scheme to defraud the ETA, USCIS, and the DOS, by making materially false statements with the intended purpose of depriving plaintiffs and other similarly situated persons seeking H-2A employment of their property and basic labor rights for personal profit.

110. In order to obtain H-2A labor, an employer is required to submit a clearance order as described above in ¶¶14-20 of this Complaint.

111. The GTN Defendants submitted and were approved for H-2A visas based on their sworn assurances as set forth in ¶¶26-30 of this Complaint.

112. The GTN Defendants collectively made materially false assurances as set forth in ¶¶26-30 of this Complaint in order to have the clearance orders approved so that they could approach their victims with promises of employment in the United States.

113. Without the false assurances, the GTN Defendants would have been unable to obtain H-2A workers and would have been unable to exploit the H-2A workers for personal profit.

114. ETA approved the fraudulent labor certifications submitted by the GTN Defendants in 2005 and 2006, and USCIS approved the I-129 petition, and the DOS issued H-2A visas for employment with the GTN Defendants and contracting growers.

115. During this time, the GTN Defendants collected several thousand dollars each from plaintiffs and other applicants through their overseas recruiters, Defendants MBS and Irfan Jaya, and as a direct and proximate result of this scheme.

116. As set forth in ¶¶26-38 of this Complaint, the GTN Defendants knowingly and willfully made, under penalty of perjury, material false statements.

117. As set forth in ¶92 of this Complaint, the GTN Defendants' falsely sworn assurances made under penalty of perjury in the visa application caused the plaintiffs' economic injury.

Larceny – Violation of N.C.G.S. §14-72

118. As set forth in ¶73 and ¶83 above, the GTN Defendants, through Defendant Leeta Kang, wrongfully took plaintiffs' property, including their passports, visas and return airplane tickets without plaintiffs' consent and under duress.

119. Defendant Kang had taken the tickets with the intent to convert the property to the financial benefit of the GTN Defendants through the attempted extortion described elsewhere in this complaint, or if that failed, through redeeming the cash value of the airplane tickets.

120. As set forth in ¶¶86-87 above, the GTN Defendants attempted to extort two-thousand dollars (\$2000.00) from each of the plaintiffs in return for which the GTN Defendants

would return to plaintiffs their passports, visas and return airplane tickets. The GTN also used these items to attempt to obtain immunity from future lawsuits, by having plaintiffs sign a waiver of their right to sue defendants.

121. When the extortion failed, the GTN Defendants kept the passports, visas and the return airplane tickets in their possession and refused to return the items to plaintiffs until plaintiffs' attorneys intervened, whereupon defendants returned the passports, visas and airplane tickets to plaintiffs.

122. As set forth in ¶92 above, the GTN Defendants' larceny caused the plaintiffs' economic injury.

Embezzlement – Violation of N.C.G.S. §14-90

123. In the alternative, the GTN Defendants became the bailees of plaintiffs' passports with visas and return airplane tickets.

124. Plaintiffs never consented for the GTN Defendants to use the items for purposes of extortion nor to redeem the cash value of the airplane tickets for the personal benefit of the GTN Defendants.

125. The GTN Defendants received these items knowing that these items were not their own.

126. The GTN Defendants then intentionally embezzled or fraudulently or knowingly and willfully misapplied or converted these items to their own use through using the items to attempt to extort money, then immunity, from the plaintiffs.

127. As set forth in ¶92 above, the GTN Defendants' embezzlement caused plaintiffs to suffer economic injuries.

Extortion – Violation of N.C.G.S. §14-118.4

128. As set forth in ¶86 of this Complaint, the GTN Defendants, through Defendant Leeta Kang, threatened to prevent plaintiffs from leaving by withholding plaintiffs' passports, visas, and return airplane tickets unless they paid two-thousand dollars (\$2000.00).

129. As set forth in ¶87 of this Complaint, when plaintiffs were unable to come up with any further money, the GTN Defendants, through Defendant Leeta Kang threatened to prevent plaintiffs from leaving by withholding plaintiffs' passports, visas, and return airplane tickets unless they signed a waiver of their legal rights against Defendants GTN and Leeta Kang. If they signed the form granting immunity to defendants, she would allow them to have their belongings.

130. As set forth in ¶88 of this Complaint, plaintiffs refused to sign the form, and, fearing retaliation, left without their belongings out the backdoor of the GTN warehouse.

131. As set forth in ¶92 above, the GTN Defendants' extortion caused plaintiffs to suffer economic injuries.

Pattern of Racketeering Activity

132. The predicate acts of racketeering activity set forth herein constitute a pattern of racketeering activity as defined by NC RICO, N.C.G.S. §75D-3(b).

133. The GTN Defendants had filed similar clearance orders with ETA in 2005. These orders contained false statements and sworn assurances, similar to those filed in 2006.

134. Since 2005, the GTN Defendants have committed multiple acts of racketeering activity, including visa fraud and perjury, with the intent to victimize similarly situated H-2A workers.

135. The acts of racketeering activity described above are interrelated in the following ways. They had common participants (the GTN Defendants associated with North Carolina growers and overseas labor recruiters including Defendant MBS) and common victims (plaintiffs and similarly situated foreign nationals who hoped to work in the United States). They also each had the same purpose and result of economically benefiting the GTN Defendants at the expense of plaintiffs and other victims. Finally, they were interrelated in that without racketeering activity, they could not have tricked plaintiffs and other Indonesian nationals out of their property and basic labor rights.

136. These activities have been a regular part of the GTN Defendants' business activities, and therefore imply a continuing threat of racketeering activity.

IV. FIRST CLAIM

(FLSA)

137. Plaintiff Sianipar brings this claim under the FLSA, 29 U.S.C. § 216(b), against Defendants Lecta Kang, Simon Kang, GTN, and Bridgman.

138. The defendants failed to pay the plaintiff the required minimum wage for his work.

139. As a result, the plaintiff suffered damages.

V. SECOND CLAIM

(Breach of Contract)

140. This claim is brought by all plaintiffs against Defendants Lecta Kang, Simon Kang, GTN Employment Agency, Inc., Mike Moore d/b/a Mike Moore Farms, Art Bridgman

d/b/a Bridgman Vegetable Farms, Irfan Jaya Saputra, and Mutiara Brilliant Sejahtera and arises under the common law of contracts.

141. The GTN Defendants offered plaintiffs a written contract for work in the United States, referred to as the “Employment Contract” in this Complaint, attached as Exhibit 5.

142. In addition, by operation of law, Defendants’ contract with plaintiffs, as H-2A workers, included all the terms and conditions in the approved clearance order and the regulations, including, referred to in this Complaint as the H-2A Contract, attached as Exhibits 1 and 2.

143. Defendants Moore and Bridgman also formed contracts with Defendant GTN (“The Grower Agreements”) to provide work for H-2A workers at their farms, attached as Exhibits 3 and 4. Plaintiffs are the intended beneficiaries of those contracts. The terms and conditions in the H-2A Contracts serve as extrinsic evidence of the additional terms of the Growers’ Agreement.

144. Furthermore, Defendants MBS and Irfan Jaya offered plaintiffs a contract in which they promised to provide a job in the United States in return for the payment of 55,000,000 Indonesian rupiah, referred to in this Complaint as the “Fee Contract,” attached as Exhibit 6.

145. Defendants violated the H-2A Contract, the Employment Contract, the Growers Agreements, and the Fee Contract and on which plaintiffs had relied in a number of ways. Defendants’ broken promises included, among others:

- a. not paying plaintiffs the adverse effect wage rate of \$8.51 per hour for all hours worked;

- b. not providing the period of employment promised in the H-2A contract and the Growers' Agreements;
- c. not providing the six (6) months of employment as promised in the Employment Contract;
- d. not providing forty (40) hours of work per week;
- e. not providing plaintiffs with a minimum of three-fourths ($\frac{3}{4}$) of the work days of the total specified period during which the work contract was in effect, as guaranteed by the H-2A Contract;
- f. not providing free housing that was in compliance with OSHA Housing Standards when occupied;
- g. not reimbursing plaintiffs for the cost of transportation, visa, border crossing fees on or before the first pay day as promised in the H-2A Contract;
- h. not providing plaintiffs with "a job" in the United States as promised by the Fee Contract.

146. In addition, the GTN Defendants and Defendants MBS, and Irfan Jaya violated the oral promises on which plaintiffs had relied in a number of ways. Defendants' broken promises included not providing the period of employment orally promised.

147. As a result of these breaches, plaintiffs suffered damages.

VI. THIRD CLAIM

(North Carolina Wage and Hour Act)

148. Plaintiffs Sianipar brings this claim under the North Carolina Wage and Hour Act, N.C. Gen. Stat. §95-22(b), against Defendant Bridgman and the GTN Defendants.

149. The defendant intentionally violated plaintiff's rights under the North Carolina Wage and Hour Act by failing to pay promised wages when due in violation of N.C. Gen. Stat. § 95.25.6.

150. As a result, plaintiff suffered damages.

VII. FOURTH CLAIM FOR RELIEF

(N.C. RICO)

151. All Plaintiffs bring this claim against the GTN Defendants.

152. Specifically, at all relevant times, the GTN Defendants engaged in "racketeering activity" within the meaning of NC RICO, N.C.G.S. § 75D-3(c) by engaging in the acts set forth above. The acts set forth above constitute a violation of one or more of the following statutes: 18 U.S.C. § 1546 (Visa Fraud); N.C.G.S. §14-118.4 (Extortion); N.C.G.S. §14-70 (Larceny), or in the alternative N.C.G.S. §14-90 (Embezzlement); and N.C.G.S. §14-209 (Perjury).

153. The acts of racketeering activity referred to in the previous paragraphs constitute a "pattern of racketeering activity" within the meaning of NC RICO, N.C.G.S. § 75D-3(b). The acts alleged were interrelated by having the common purpose of deriving pecuniary gain from the deprivation of rights of H-2A workers under their employment contract.

154. The acts of racketeering activity described above have been a part of Defendant GTN's regular conduct of business, and, therefore, imply a threat of continued racketeering activity.

155. As a direct, intended and foreseeable result of defendants' violation of NC RICO, N.C.G.S. § 75D-4(a)(1), plaintiffs have suffered an identifiable and distinct injury or damage to their business or property.

156. As a result of their misconduct, defendants are liable to plaintiffs for their losses in an amount to be determined at trial.

VIII. FIFTH CLAIM FOR RELIEF

(Unfair and Deceptive Trade Practice)

157. All plaintiffs bring this claim against all defendants.

158. Defendants engaged in unfair or deceptive acts or practices in or affecting commerce in violation of N.C. Gen. Stat. §75-1.1.

159. Specifically, defendants breached their contracts with plaintiffs in a manner that included substantial aggravating circumstances and acts of deception, including misrepresenting the amount of work available, the wage rate to be paid, the fact of reimbursement for plaintiffs' travel costs, and the condition of housing for plaintiffs, which caused substantial injury to plaintiffs.

160. As a result, plaintiffs suffered damages.

IX. SIXTH CLAIM FOR RELIEF

(Misrepresentation)

161. All plaintiffs bring this claim under the common law cause of misrepresentation against the GTN Defendants and Defendants MBS and Irfan Jaya.

162. Defendants knowingly made false representations to plaintiffs, orally and in written contracts, beginning as early as mid-2005 and continuing through October 2006 about the terms and conditions of plaintiffs' employment in the United States. These misrepresentations

included, but are not limited to, false statements about the amount of work available, the wage rate to be paid, and the renewal of work visas.

163. Defendants had knowledge of the falsity of their misrepresentations at the time those misrepresentations were made.

164. Defendants intended for Plaintiffs to rely on their false statements and misrepresentations.

165. Plaintiffs justifiably relied on defendants' misrepresentations in deciding to quit their jobs in Indonesia, pay large sums of money to defendants, and leave their families to come to the United States.

166. Defendants' purpose in making these misrepresentations to plaintiffs was to induce them to pay large sums of money to defendants and to come work for defendants in the United States at a wage rate less than the lawful rate for H-2A farmworkers.

167. Plaintiffs were injured as a result of their reliance on defendants' false statements and misrepresentations, which caused them to pay large sums of money to defendants, leave their homes, families, and employment in Indonesia and come to the U.S. where they were not given the promised work, and were housed in cramped, substandard conditions.

168. Plaintiffs suffered damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE Plaintiff respectfully requests that the Court enter an order:

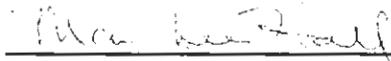
- (a) Granting a jury trial on all issues so triable;
- (b) Declaring that:

- i. Defendants Bridgman, GTN, Leeta Kang, and Simon Kang failed to pay Plaintiff Sianipar in accordance with their obligations under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”);
 - ii. Defendants Bridgman, GTN, Leeta Kang, and Simon Kang failed to pay Plaintiff Sianipar in accordance with their obligations under the North Carolina Wage and Hour Act, N.C. Gen. Stat. §§ 95-25.1 et. seq. (“NC WHA”);
 - iii. Defendants GTN, Leeta Kang, and Simon Kang violated the rights of the plaintiffs under the North Carolina Racketeer Influenced and Corrupt Organizations Act, N.C. Gen. Stat. §§ 75D-1. et. seq. (“NC RICO”); and
 - iv. each of the defendants violated the rights of each of the plaintiffs under the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 (“UDTPA”);
- (c) Enjoining:
- i. Defendants Bridgman, GTN, Leeta Kang and Simon Kang from continuing to violate the NCWHA, N.C.G.S. §§ 95-25.3; and
 - ii. all the defendants from continuing and/or further violations of; the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 (“UDTPA”);
- (d) Awarding:
- i. Plaintiff Sianipar his unpaid minimum wage and an equal amount as liquidated damages for the violations of his rights under the Fair Labor Standards Act, 29 U.S.C. §201, et. seq. and finding that Defendants

- Bridgman, GTN, Leeta Kang, and Simon Kang are jointly and severally liable for such amounts;
- ii. Plaintiff Sianipar his unpaid wages due under N.C.G.S. §§ 95-25.3 and/or 95-25.6 and/or 95-25.8(2), plus an equal additional amount as liquidated damages under N.C.G.S. §§ 95-25.22(a) and 95-25.22(a1) and finding that Defendants Bridgman, GTN, Leeta Kang and Simon Kang are, jointly and severally liable for such amounts;
 - iii. all plaintiffs threefold damages under NC RICO, N.C.G.S. § 75D-8(c) from Defendants GTN, Leeta Kang, and Simon Kang jointly and severally;
 - iv. all plaintiffs treble damages under N.C.G.S. §75-1.1 from all defendants jointly and severally;
 - v. all plaintiffs damages for breach of their contracts
 - 1. from Defendants GTN, Leeta Kang, and Simon Kang jointly and severally for breach of their H-2A and Employment Contracts ;
 - 2. from Defendants Moore and Bridgman for breach of their Grower Agreements; and
 - 3. from Defendants MBS and Irfan Jaya for breach of the Fee Contracts;
 - vi. all plaintiffs actual and punitive damages against Defendants MBS, Irfan Jaya, GTN, Leeta Kang, and Simon Kang, jointly and severally, for the misrepresentations made to plaintiffs;
- (e) Awarding plaintiffs the costs of this action;

- (f) Awarding plaintiffs prejudgment and post judgment interest at the highest amount authorized by applicable law on any amount of monetary damages awarded as may be appropriate under applicable law; and
- (g) Awarding any other relief as may be just and proper in this action.

Respectfully Submitted,



Mary Lee Hall
N.C. State Bar # 16347



Lori Elmer
N.C. State Bar # 24227

and



Katharine Woomer-Deters
N.C. State Bar # 33892

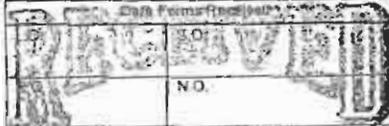
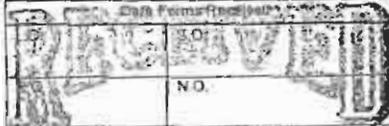
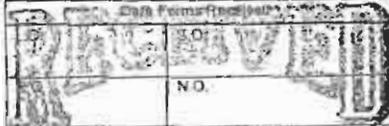
Legal Aid of North Carolina
Farmworker Unit
P.O. Box 26626
Raleigh, NC 27611
Tel. (919) 856-2180
Fax (919) 856-2187
Attorneys for Plaintiffs

Dated February 20th, 2007

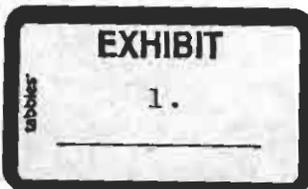
APPLICATION
FOR
ALIEN EMPLOYMENT CERTIFICATION

IMPORTANT- READ CAREFULLY BEFORE COMPLETING THIS FORM
PRINT legibly in ink or use a typewriter. If you need more space to answer questions in this form, use a separate sheet. Identify each answer with the number of the corresponding question. SIGN AND DATE each sheet in original signature.
To knowingly furnish any false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by \$10,000 fine or 5 years in the penitentiary, or both (18 U.S.C. 1001)

PART A. OFFER OF EMPLOYMENT

1. Name of Alien (Family name in capital letter, First, Middle, Maiden) Unknown							
2. Present Address of Alien (Number, Street, City and Town, State ZIP code or Province, Country) Unknown				3. Type of Visa (If in U.S.) N/A			
The following information is submitted as an offer of employment.							
4. Name of Employer (Full name of Organization) GTN Employment Agency				5. Telephone (704) 333-9399			
6. Address (Number, Street, City and Town, State ZIP code) 2020 N. Graham St., Charlotte, NC 28206							
7. Address Where Alien Will Work (if different from item 6) Mike Moor Farms 174 Balkun Rd., Rose Hill, NC 28458							
8. Nature of Employer's Business Activity Farm Labor Contractor		9. Name of Job Title Squash Farm Workers		10. Total Hours Per Week a. Basic 40 b. Overtime			
				11. Work Schedule (Hourly) U.Z.UU a.m. U.Z.UU p.m.			
				12. Rate of Pay a. Basic \$ 8.24 per b. Overtime \$ per hour			
13. Describe fully the job to be performed (Duties) The workers will pick squashes & cut it clean them to pack in the box to ship out. They also will pull out all grasses and weeds.							
14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above.				15. Other Special Requirements			
EDUCATION (Enter number of years)		Grade School	High School	College	College Degree Required (specify)		
TRAINING		No. Yrs.	No. Mos.	Type of Training			
EXPERIENCE		Job Offered	Related Occupation	Related Occupation (specify)			
		Yrs.	Mos.	Yrs.	Mos.		
16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor Farm Labor Contractor				17. Number of Employees Alien Will Supervise 2			
<p>ENDORSEMENTS (Make no entry in section - for Government use only)</p> <table border="1"> <tr> <td colspan="2">  Title Code JUN 30 2006 Occ. Title Rural Manpower Service </td> </tr> </table>						 Title Code JUN 30 2006 Occ. Title Rural Manpower Service	
 Title Code JUN 30 2006 Occ. Title Rural Manpower Service							

Replaces MA 7-50A, B and C (Apr. 1970 edition) which is obsolete.



Rural Manpower Service
ETA 750 (Oct. 1975)

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

APPLICATION
FOR
ALIEN EMPLOYMENT CERTIFICATION

IMPORTANT: READ CAREFULLY BEFORE COMPLETING THIS FORM
PRINT legibly in ink or use a typewriter. If you need more space to answer questions in this form, use a separate sheet. Identify each answer with the number of the corresponding question. SIGN AND DATE each sheet in original signature.

To knowingly furnish any false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by \$10,000 fine or 5 years in the penitentiary, or both (18 U.S.C. 1001)

PART A. OFFER OF EMPLOYMENT

1. Name of Alien (Family name in capital letter, First, Middle, Maiden) Unknown		2. Present Address of Alien (Number, Street, City and Town, State ZIP code or Province, Country) Unknown		3. Type of Visa (If in U.S.) N/A																											
The following information is submitted as an offer of employment.																															
4. Name of Employer (Full name of Organization) GTN Employment Agency				5. Telephone (704) 333-9399																											
6. Address (Number, Street, City and Town, State ZIP code) 2020 N. Graham St., Charlotte, NC 28206																															
7. Address Where Alien Will Work (if different from item 6) Mike Moor Farms 174 Balkcun Rd., Rose Hill, NC 28458																															
8. Nature of Employer's Business Activity Farm Labor Contractor	9. Name of Job Title Squash Farm Workers	10. Total Hours Per Week a. Basic 40 b. Overtime	11. Work Schedule (Hourly) 07.30 a.m. 04.30 p.m.	12. Rate of Pay a. Basic \$ 8.24 per b. Overtime \$ per hour																											
13. Describe Fully the job to be Performed. (Duties) <p>The workers will pick squashes & cut it clean them to pack in the box to ship out. They also will pull out all grasses and weeds.</p>																															
14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above.			15. Other Special Requirements																												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="2">EDUCATION (Enter number of years)</td> <td>Grade School</td> <td>High School</td> <td>College</td> <td>College Degree Required (specify)</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Major Field of Study</td> </tr> <tr> <td rowspan="2">TRAINING</td> <td>No. Yrs.</td> <td>No. Mos.</td> <td colspan="2">Type of Training</td> </tr> <tr> <td></td> <td></td> <td colspan="2"></td> </tr> <tr> <td rowspan="2">EXPERIENCE</td> <td>Job Offered</td> <td>Related Occupation</td> <td colspan="2">Related Occupation (specify)</td> </tr> <tr> <td>Yrs. Mos.</td> <td>Yrs. Mos.</td> <td colspan="2"></td> </tr> </table>			EDUCATION (Enter number of years)	Grade School	High School	College	College Degree Required (specify)				Major Field of Study	TRAINING	No. Yrs.	No. Mos.	Type of Training						EXPERIENCE	Job Offered	Related Occupation	Related Occupation (specify)		Yrs. Mos.	Yrs. Mos.				
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	Yrs. Mos.	Yrs. Mos.																													
16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor Farm Labor Contractor			17. Number of Employees Alien Will Supervise 2																												
<ul style="list-style-type: none"> • • 			<p>← ENDORSEMENTS (Make no entry in section - for Government use only)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">RECEIVED</td> </tr> <tr> <td style="text-align: center;">Ind. Code</td> <td style="text-align: center;">Occ. Code</td> </tr> <tr> <td style="text-align: center;">JUN 30 2006</td> <td style="text-align: center;">2006</td> </tr> <tr> <td colspan="2" style="text-align: center;">Occ. Title</td> </tr> <tr> <td colspan="2" style="text-align: center;">Rural Manpower Service</td> </tr> <tr> <td colspan="2" style="text-align: center;">ETA 750 (Oct. 1979)</td> </tr> </table>		RECEIVED		Ind. Code	Occ. Code	JUN 30 2006	2006	Occ. Title		Rural Manpower Service		ETA 750 (Oct. 1979)																
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Replaces MA 7-50A, B and C (Agr., 1970 edition) which is obsolete.

18. COMPLETE ITEMS ONLY IF JOB IS TEMPORARY		19. IF JOB IS UNIONIZED (Complete)	
a. No. of Openings To Be Filled By Aliens Under Job Offer	b. Exact Dates You Expect To Employ Alien		a. Number of Local
	From	To	
50	Aug 15, 06	Nov 15, 06	c. City and State

20. STATEMENT FOR LIVE-AT-WORK JOB OFFERS (Complete for Private Household ONLY)			
a. Description of Residence		b. No. Persons residing at Place of Employment	
(*) one <input type="checkbox"/> House <input type="checkbox"/> Apartment	Number of Rooms	Adults	Children
		BOYS	Ages
		GIRLS	
c. Will free board and private room not shared with anyone be provided?			(*) one <input type="checkbox"/> YES <input type="checkbox"/> NO

21. DESCRIBE EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS. (Specify Sources of Recruitment by Name)

Will advertise as required on the local newspaper (The Sampson Independent) by Department of Labor and provide the proofs.

22. Applications require various types of documentation. Please read Part II of the instructions to assure that appropriate supporting documentation is included with your application.

23. EMPLOYER CERTIFICATIONS

By virtue of my signature below, I HEREBY CERTIFY the following conditions of employment.

a. I have enough funds available to pay the wage or salary offered the alien.	e. The job opportunity does not involve unlawful discrimination by race, creed, color, national origin, age, sex, religion, handicap, or citizenship.
b. The wage offered equals or exceeds the prevailing wage and I guarantee that, if a labor certification is granted, the wage paid to the alien when the alien begins work will equal or exceed the prevailing wage which is applicable at the time the alien begins work.	f. The job opportunity is not:
c. The wage offered is not based on commissions, bonuses, or other incentives, unless I guarantee a wage paid on a weekly, bi-weekly, or monthly basis.	(1) Vacant because the former occupant is on strike or is being locked out in the course of a labor dispute involving a work stoppage.
d. I will be able to place the alien on the payroll on or before the date of the alien's proposed entrance into the United States.	(2) At issue in a labor dispute involving a work stoppage.
	g. The job opportunity's terms, conditions and occupational environment are not contrary to Federal, State or local law.
	h. The job opportunity has been and is clearly open to any qualified U.S. worker.

24. DECLARATIONS

DECLARATION OF EMPLOYER ➔ Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury the foregoing is true and correct.

SIGNATURE	DATE
	June 29, 2006

NAME (Type or Print)	TITLE
Leeta Kang	President

AUTHORIZATION OF AGENT OF EMPLOYER ➔ I HEREBY DESIGNATE the agent below to represent me for the purposes of labor certification and I TAKE FULL RESPONSIBILITY for accuracy of any representations made by my agent.

SIGNATURE OF EMPLOYER	DATE

NAME OF AGENT (Type or Print)	ADDRESS OF AGENT (Number, Street, City, State, ZIP code)

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

U.S. Department of Labor
 Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 06/30/2006

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)	Industry Code / Código de Industria 0132	Job Order # / No. Orden de Empleo NC7258417
	Occupational Title and Code / Título Ocupacional y Código 402.687-014 Harvest Worker Vegetable	
2. Location and Direction to Work Site / Dirección del lugar de trabajo 174 Balkum Rd., Rose Hill, NC 28458	Clearance Order Issue Date / Fecha de Trámite: 7-24-06	
	Job Order Expiration Date / Fecha de expiración: 9-30-06	
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Fayetteville, Cumberland County Mobile Homes 1153, 1148 and 1820 Gilmore St. 1842 Blake St. Fayetteville, NC	6. Anticipated Period of Employment / Periodo Anticipado de Empleo From / Desde: Aug. 15, 2006 To / Hasta: Nov. 15, 2006	
	7. No. of Worker's Requested / No. de Trabajadores Pedidos 50	
(see attachment / para más detalles vea _____)	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana Total: 40	
	Sunday / Domingo: 0 Wednesday / Miércoles: 7:30-2:30pm Monday / Lunes: 7:30am-2:30pm Thursday / Jueves: 7:30-2:30 Tuesday / Martes: 7:30am-2:30pm Friday / Viernes: 7:30-2:30 Saturday / Sábado: 7:30-1:30	
4. Board Arrangements / Arreglo de Alojamiento Kitchen is provided to cook.	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 type="checkbox"/>	
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos Leeta Kang - Contact (704) 333-9399		
6. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box) The workers will pick squashes & cut it, clean them to pack in the boxes to ship out. Also will pull out all grasses and weeds.		
7. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in SPANISH must be included inside this box)		
(see attachment / para más detalles vea _____)		

ETA 790 (rev. July 2004)

JUL 5 2006

Internal Revenue Service

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Informaci? Sobre Pagos Especiales y Deducci? es (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 / Deducci? es	YES	NO	Pay Period Periodo de Pago
Squash	\$ 8.51	\$		FICA		<input checked="" type="checkbox"/>	Weekly
	\$	\$		Federal Tax		<input checked="" type="checkbox"/>	Semi-annual
	\$	\$		State Tax		<input checked="" type="checkbox"/>	Bi-weekly / cada 2 sem.
	\$	\$		Meals (comidas)		<input checked="" type="checkbox"/>	
	\$	\$		Other (specify)			Other / Otro

More Details About the Pay/M? Detalles Sobre el Pago

Adverse Effect Wage Rate of \$8.51 per hour will be paid weekly on every Monday.

(see attachment / para m? detalles vea _____)

12. Transportation Arrangements / Arreglos de Transportaci? (Please explain)

GTN will provide free transportation from housing to work site every morning and back to housing in the afternoon.

(see attachment / para m? detalles vea _____)

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 Agr?colas para reclutar, supervisar, transportar, dar vivienda, ? pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sabrado(s)? Yes No _____ If you have a contract with a contractor, please attach a copy of the contract to this form.

(see attachment / para m? detalles vea _____)

14. Unemployment insurance provided / Seguro por Desempleo:

Yes No _____

15. Workers' compensation insurance provided / Indemnizaci? por accidente de trabajo:

Yes No _____

16. Are tools provided at no charge to the workers? / ? se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?

Yes No _____

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 del establecimiento o sus representantes con respecto al pago de una comisi? u otros beneficios por ventas hechas a los trabajadores. (Si no hay ning? acuerdo o convenio, indique Ninguno?)

None

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 interrupci? de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique Ninguno?)

None

19. Address of Order Holding Office (include Telephone number) Direcci? de la Oficina donde se Radic? la Oferta (incluya n? ero de tel? ono)

NCEC
700 Wade Ave.
Raleigh, NC 27611

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de telefono)

William Grant
(919) 733-3260

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. Certificacion del Empleador: Esta orden de trabajo describe los t?minos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y T?tulo del Empleador.



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 truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Step Career Center constitute a contractual job offer to which the One-Step Career Center, ETA or a State agency is in any way a party.

LEA CUIDADOSAMENTE: En vista de su funci? b?lica 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 veridat y certeza de la informaci? contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleo 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. 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 Act of 1995, OMB Control No. 1205-0134).

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

Job Order Number: _____

ETA 790 ATTACHMENTS

ITEM 2 - LOCATION AND DIRECTION TO WORK SITE:

The work site is located at 174 Balkun Rd, Rosehill NC in the following county/counties: Sampson. The directions to the work site are:

see attachment for direction

ITEM 3 - LOCATION AND DESCRIPTION OF HOUSING:

Location: Housing is located at 1753, 1748 and 1820 Gilmore St. 1842 Blake St., Fayetteville, NC

Directions to housing are see attachment

Description of housing: Mobile homes

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, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both male and female workers are hired, separate toilet, shower facilities, 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:

2020 N. Graham St.
Charlotte, NC 28206

PHONE NUMBER:

(704) 333-9399

H-2A Supplement Page 1

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

ITEM 4 - BOARD ARRANGEMENTS: *(Check Appropriate Item(s))*

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

ITEM 5 - REFERRAL INSTRUCTIONS: *(Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)*

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may:

Call for an interview during normal business hours at the number listed on the ETA 790.

Report to the farm office or worksite listed on the ETA 790.

Other (describe) _____

ITEM 8 - ANTICIPATED HOURS OF WORK:

_____ hours per day is normal. The worker may be requested but not required to work 8 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields or orchards, weather and maturity of the crop.

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

(a) The Adverse Effect Wage Rate of \$ 8.51, the prevailing hourly wage rate or piece rate, or the federal minimum wage rate, whichever is greatest, will be the minimum rate of pay. Employer assures that if a change in the AEW R 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 result 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)*

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

(b) The following deductions will be made:

- Taxes, if applicable under Federal, State, and local law from domestic workers;
- FICA Taxes FUTA Taxes Federal Income Tax Withholding
- Advances;
- Meals;
- Willful destruction of property;
- Other (Specify) _____

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

(c) The employer will _____, will not pay the worker a bonus of \$ _____, based on Quality Picking _____ End of Season _____ Other _____. Anticipated date by which payments will be made: _____.

(d) 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 the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the 3/4 guarantee period ends on the date of termination.

(e) Payroll Periods will be Weekly: _____ Twice Monthly. Workers will be paid on Monday (day of the week) each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, piece rates/ number of units (if piece rates are used), and all deductions. The statements will comply with 20CFR 655.102(b)(8).

(f) Employer will provide a 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 order holding 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 \$ 340.40 for the first week starting with the originally anticipated date of need. Employer will will not _____ require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be: _____

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, worker will be disqualified from the above-mentioned assurance.

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

* Transportation, VISA AND border crossing expenses will be reimbursed on or before the first pay day to the extent necessary to ensure employees are compensated at least at the minimum wage level.

ITEM 12 - TRANSPORTATION ARRANGEMENTS:

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 from the place of employment to the place of recruitment, 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 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. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

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

ITEM 13 - OTHER CLARIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) 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.

TRAINING: Training will be provided for 2 days and workers will be allowed 2 days to reach the production standards of the activity.

PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: (*List the production standards for each activity if production standards are applicable*):

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

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.

EMPLOYER OBLIGATION IF EMPLOYMENT 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.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order-holding office 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.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

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 three-fourths guarantee from the first workday after arrival to the date of termination.

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 the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 70, of which 50 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655.103, 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 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.



Agricultural Safety and Health Bureau
 Division of Occupational Safety and Health
 1101 Mail Service Center
 Raleigh NC 27699-1101
 Tel: (919) 807-2923
 Fax: (919) 807-2924

Housing Occupancy Certificate

A. Identifying Information

Camp: 1E+0 T Grower 8211 T Regist 18477 T

Federal Tax ID:

Name, address, telephone of owner of housing:

Person in charge [if different from owner]:

Lee: Kang
 2020N Graham ST.
 Charlotte NC 28206

GTNEmployment Agency

Expected Dates of Occupancy:

Registration / Inspection Dates:

From 7/20/2006 To: 12/31/2006

Registered: 6/1/106

County and Location of Housing Units Inspected:

Description of Housing Unit(s):

CUMBERLAN

Take Hwy 401 south into Fayetteville where it turns into Ramsey and continue past VA Medical Center and turn right onto Sherman to Gibson and go right into Carolina Springs Mobile Home Park

eight mobile home units at #1782, #1777, 1728, 1725, 1753, 1748 and 1820 all on Gilmore with #1842 Blake Street.

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards required by Article 19 of Chapter 95 of the North Carolina General Statutes.

Inspection Date: 6/28/2006

Date Certificate Expires: December 31, 2006
 or when camp becomes vacant

Inspector: Mike Coles

Special Conditions:

certificate valid thru 01/31/2007

Total Number of Occupants Approved for this Camp:

74

Regina C. Luginbuhl, Bureau Chief

Certificate Issued 6/28/2006

Important Notice

By federal law (The Migrant and Seasonal Agricultural Worker Protection Act, Public Law 97-470, Section 203(b)(1), a copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance providing the housing remains occupied. If the housing becomes vacant at any time, a new certificate must be obtained before the housing can be reoccupied. The original of this certificate must be kept as a record for three years from the date of issuance.

This inspection certificate does not relieve any person from compliance with any applicable federal, state, county, or local ordinance. Receipt and posting of this certificate of occupancy does not relieve the person who owns or controls this facility or property from the responsibility of ensuring that such facility or property meets the applicable state and federal safety and health standards. Once such facility or property is occupied, such person shall supervise and continually maintain such facility or property to ensure that it remains in compliance with the applicable safety and health standards.

GTN Employment Agency

Tel. (704) 333-9399 / Fax (704) 333-2322

2020 N. Graham St., Charlotte, NC 28206

Itinerary and Statement of Business Owner

Mike Moore Farm Company through its authorized representatives states as follows:

1. Mike Moore Farm Company has contracted with GTN Employment Agency to provide H2A program workers for harvesting of various produce.
2. The work site is Mike Moore Farm Company, 174 Bankum Rd., Rosehill, NC 28458
Tel. (910) 285-7298
3. Mike Moore Farm Company needs approximately 50 workers.
4. The work period is Aug. 15, 06 through Nov. 15, 06.

Mike Moore Farm

authorized representative of said business

Print Name: Mike Moore

Date: 5-24-06

* Mike Moore

GTN Employment Agency

authorized representative GTN Inc.

Print Name: Lecta Kang

Date: 5-24-06

Lecta Kang

North Carolina

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **06/20/06**

PRODUCER
BILL ADAMS
706 EAST INDEPENDENCE BLVD
SUITE 112
CHARLOTTE, NC 28227
OFFICE 704-566-3778

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
GTN EMPLOYMENT AGENCY
2020 NORTH GRAHRAM STREET
CHARLOTTE, NC 28206

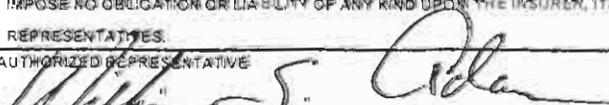
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NORTH CAROLINA RATE BUREAU	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADDL INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	61NC 14803	081506	081507	WC STATUTORY LIMITS \$ EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
EMPLOYMENT AGENCY FOR MIGRANT FARM WORKERS

CERTIFICATE HOLDER
WSPOL

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


U.S. DEPARTMENT OF LABOR
Employment Standards Administration — Wage and Hour Division



Farm Labor Contractor Certificate of Registration
No. C- 04-00-3951-008R
Expires 4/30/2008

Name: GTN EMPLOYMENT AGENCY
(Last) (First) (Middle)
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 services covered by the Act: recruit, select, recruit, hire and employ.

Transportation: TA Authorized, HA Authorized, DU Not Authorized
Housing: HA Authorized, DU Not Authorized
Driving: DU Not Authorized

Transportation and/or Housing Authorizations is specified on this Certificate.
Approved: *[Signature]* Date: 7/06/2006

The following vehicle(s) is/are authorized to transport migrant and seasonal agricultural workers within the meaning of the Act as specified below, unless such authorization is otherwise terminated.

Year	Make, Model and Capacity	Serial or Motor Number	Ins. Liability Limits	Authorization Ending
87	FORD B-44	A05000	1 MIL CSL	7/03/2007
99	DOODGE V-7	552355	30 60 50	12/24/2006
99	CHEV V-8	464580	30 60 50	12/23/2006

Worker's Compensation Insurance Holders (if applicable):
GTN EMPLOYMENT AGENCY
C- 04-00-3951-008R Date: 7/13/2006

Social Security Account No: 3951
Social Security Employer ID No: 200894312
Permanent Home Address: 2020 N GRAHAM ST
Charlotte, NC 28206

City or Town: CHARLOTTE, NC 28206
Date of Birth: (Month) (Day) (Year) (Month) (Day) (Year)
Weight: (Pounds) (Kilograms)

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

(Signature of Holder) Date: 7/06/2006

Location of Facility or Real Property: CAROLINA SPS, GILBORE & 1842 B.L.A. CAMBERI, NC
(Name) (Street or Highway) (City or Town) (State)

Authorization Ending Date: 7/31/2006
Type of Construction: T/H
Owner's Name: LEETA KANG
Mailing Address: 2020 N GRAHAM ST, CHARLOTTE, NC
Number of Units: 008

Location of Facility or Real Property: [Redacted]
Name: [Redacted] (Street or Highway) (City or Town) (State)
Authorization Ending Date: [Redacted]
Type of Construction: [Redacted] Number of Units: [Redacted]
Owner's Name: [Redacted]
Mailing Address: [Redacted]
Based on the contractor's submission, housing is authorized at the above location. *[Signature]* Date: 7/06/2006

DA Restricted to 15 Passengers or Less

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



Farm Labor Contractor Employee Certificate of
Registration No. E 04-41-2347-D08R
Expires 4/30/2008

Social Security Account No. 243-41-2347
Permanent Home Address 2010 ECHO FOREST RD #103
(No. & Street) (R.F.D. or P.O. Box)

CHARLOTTE, NC 28270
(City or Town) (State) (Zip Code)

Date of Birth 2/03/69 Height: (Ft.-In.) 5'03
Mo. Day Year

Weight 130 Color Hair BROWN Color Eyes BROWN

This Certificate of Registration is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulations issued thereunder, and on any application for registration. It may be revoked or suspended, or its renewal denied, for noncompliance with the Act or regulations. Such noncompliance may constitute a criminal offense.

Name KANG, LEETA HYON
(Last) (First) (Middle)

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.

GTN EMPLOYMENT AGENCY 04-00-3951-D08R
(Employer's Name) (Registration Number)

Driving Authorized Not Authorized
Approved [Signature] Date 7/06/2006
(MSPA Program Manager) (Form WH-513 (5/97))

(Signature of Holder) (Title)

Formerly Form WH-413

DA Restricted to 15 Passengers or Less

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



Farm Labor Contractor Employee Certificate of
Registration No. E 04-59-0075-D071
Expires 6/30/2007

Social Security Account No. 243-59-0075
Permanent Home Address 509 HOLLIS RD
(No. & Street) (R.F.D. or P.O. Box)

CHARLOTTE, NC 28209
(City or Town) (State) (Zip Code)

Date of Birth 2/15/80 Height: (Ft.-In.) 5'10
Mo. Day Year

Weight 145 Color Hair BLACK Color Eyes BROWN

This Certificate of Registration is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulations issued thereunder, and on any application for registration. It may be revoked or suspended, or its renewal denied, for noncompliance with the Act or regulations. Such noncompliance may constitute a criminal offense.

Name PAK, YONG KIL
(Last) (First) (Middle)

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.

GTN EMPLOYMENT AGENCY 04-00-3951-D08R
(Employer's Name) (Registration Number)

Driving Authorized Not Authorized
Approved [Signature] Date 7/19/2006
(MSPA Program Manager) (Form WH-513 (5/97))

(Signature of Holder) (Title)

Formerly Form WH-413

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



Farm Labor Contractor Employee Certificate of
Registration No. E 04-61-9319-D071
Expires 6/30/2007

Social Security Account No. 237-61-9319
Permanent Home Address 2010-103 ECHO FOREST RD
(No. & Street) (R.F.D. or P.O. Box)

CHARLOTTE, NC 28290
(City or Town) (State) (Zip Code)

Date of Birth 7/21/66 Height: (Ft.-In.) 5'07
Mo. Day Year

Weight 140 Color Hair BLACK Color Eyes BROWN

This Certificate of Registration is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulations issued thereunder, and on any application for registration. It may be revoked or suspended, or its renewal denied, for noncompliance with the Act or regulations. Such noncompliance may constitute a criminal offense.

Name KANG, IL KOO
(Last) (First) (Middle)

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.

GTN EMPLOYMENT AGENCY 04-00-3951-D08R
(Employer's Name) (Registration Number)

Driving Authorized Not Authorized
Approved [Signature] Date 7/19/2006
(MSPA Program Manager) (Form WH-513 (5/97))

(Signature of Holder) (Title)

Formerly Form WH-413



Agricultural Safety and Health Bureau
 Division of Occupational Safety and Health
 1101 Mail Service Center
 Raleigh NC 27699-1101
 Tel: (919) 807-2923
 Fax: (919) 807-2924

Housing Occupancy Certificate

A. Identifying Information

Camp: 1E+0 T Grower 8211 T Regist 18482 T

Federal Tax ID: _____

Name, address, telephone of owner of housing:

Person in charge [if different from owner]:

Leeta Kang
 2020 N Graham ST.
 Charlotte NC 28206

GTN Employment Agency

Expected Dates of Occupancy:

Registration / Inspection Dates:

From 8/20/2006 To: 1/30/2007

Registered: 7/20/2006

County and Location of Housing Units Inspected:

Description of Housing Unit(s):

DUPLIN

barracks style tin covered camp (Dwight Hill Camp)

Take Summerlins X . from Mt. Olive to Tram Rd to the left to Buck Hill Rd. and go right to Ralph Sutton and go left for approximately 1/4 mile to white trailer on the left and go up the lane into the woods. Camp has a Kenansville address.

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards required by Article 19 of Chapter 95 of the North Carolina General Statutes.

Inspection Date: 7/20/2006

Date Certificate Expires: December 31, 2006
 or when camp becomes vacant

Inspector: Mike Coles

Special Conditions:

Total Number of Occupants Approved for this Camp:

camp is valid to 01/30/2007 based upon follow-up to be conducted 12/15/2006.

50

Mike Coles

Regina C. Luginbuhl, Bureau Chief

Certificate Issued 7/20/2006

Important Notice

By federal law (The Migrant and Seasonal Agricultural Worker Protection Act, Public Law 97-470, Section 203(b)(1), a copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance providing the housing remains occupied. If the housing becomes vacant at any time, a new certificate must be obtained before the housing can be reoccupied. The original of this certificate must be kept as a record for three years from the date of issuance.

This inspection certificate does not relieve any person from compliance with any applicable federal, state, county, or local ordinance. Receipt and posting of this certificate of occupancy does not relieve the person who owns or controls this facility or property from the responsibility of ensuring that such facility or property meets the applicable state and federal safety and health standards. Once such facility or property is occupied, such person shall supervise and continually maintain such facility or property to ensure that it remains in compliance with the applicable safety and health standards.

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

APPLICATION
FOR
ALIEN EMPLOYMENT CERTIFICATION

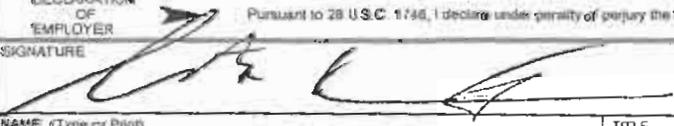
IMPORTANT - READ CAREFULLY BEFORE COMPLETING THIS FORM
 PRINT legibly in ink or use a typewriter. If you need more space to answer questions in this form, use a separate sheet. Identify each a new sheet with the number of the corresponding question. SIGN AND DATE each sheet in original signature.
 To knowingly furnish any false information in the preparation of this form and any Supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by \$10,000 fine or 5 years in the penitentiary, or both (18 U.S.C. 1001)

PART A. OFFER OF EMPLOYMENT

1. Name of Alien (Family name in capital letter, First, Middle, Maiden) Unknown		3. Type of Visa (If in U.S.) N/A																															
2. Present Address of Alien (Number, Street, City and Town, State ZIP code or Province, Country) Unknown		The following information is submitted as an offer of employment.																															
4. Name of Employer (Full name of Organization) GTN Employment Agency		5. Telephone (704) 333-9399																															
6. Address (Number, Street, City and Town, State ZIP code) 2020 N. Graham St., Charlotte, NC 28206																																	
7. Address Where Alien Will Work (if different from item 6) Bridgman Vegetable Farms 3995 Andrews Chapel Rd., Roseboro, NC 28382																																	
8. Nature of Employer's Business Activity Farm Labor Contractor	9. Name of Job Title Vegetable Farm Workers	10. Total Hours Per Week a. Basic 40 b. Overtime	11. Work Schedule (Hourly) 07.00 a.m. 05.00 p.m.																														
		12. Rate of Pay a. Basic \$ 8.24 per b. Overtime \$ per Hour																															
13. Describe Fully the job to be Performed. (Duties) The workers will plant, cultivate and harvest mostly oriental vegetables such as Chinese cabbages, Korean cabbages, radishes, green onions, water crest, hot peppers, daikons, jalapeno peppers, eggplants, zucchini and etc. The workers sort out weeds, pick & cut the vegetables according to specific instruction and clean them to pack in the box to ship out.																																	
14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above		15. Other Special Requirements																															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th rowspan="2">EDUCATION (Enter number of years)</th> <th>Grade School</th> <th>High School</th> <th>College</th> <th>College Degree Required (specify)</th> </tr> <tr> <td></td> <td></td> <td></td> <td>Major Field of Study</td> </tr> <tr> <th rowspan="2">TRAINING</th> <td>No.</td> <td>Yes</td> <td>No.</td> <td>Yes</td> <td>Type of Training</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <th rowspan="2">EXPERIENCE</th> <th colspan="2">Job Offered</th> <th colspan="2">Related Occupation</th> <th rowspan="2">Related Occupation (specify)</th> </tr> <tr> <th>Yrs.</th> <th>Number Mos.</th> <th>Yrs.</th> <th>Number Mos.</th> </tr> </table>		EDUCATION (Enter number of years)	Grade School	High School	College	College Degree Required (specify)				Major Field of Study	TRAINING	No.	Yes	No.	Yes	Type of Training						EXPERIENCE	Job Offered		Related Occupation		Related Occupation (specify)	Yrs.	Number Mos.	Yrs.	Number Mos.		
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				Major Field of Study																													
TRAINING	No.	Yes	No.	Yes	Type of Training																												
EXPERIENCE	Job Offered		Related Occupation		Related Occupation (specify)																												
	Yrs.	Number Mos.	Yrs.	Number Mos.																													
16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor Farm Labor Contractor		17. Number of Employees Alien Will Supervise 1																															
		<p>ENDORSEMENTS (Make no entry in section - for Government Use Only)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Date Form Received</th> </tr> <tr> <td>L.O.</td> <td>S.O.</td> </tr> <tr> <td>R.O.</td> <td>H.O.</td> </tr> <tr> <td>Ind. Code</td> <td>Occ. Code</td> </tr> <tr> <td colspan="2">Occ. Title</td> </tr> </table>		Date Form Received		L.O.	S.O.	R.O.	H.O.	Ind. Code	Occ. Code	Occ. Title																					
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R.O.	H.O.																																
Ind. Code	Occ. Code																																
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Replaces MA F-208, B and C (Apr. 1970 edition) which is obsolete.



18. COMPLETE ITEMS ONLY IF JOB IS TEMPORARY				19. IF JOB IS UNIONIZED (Complete)			
a. No. of Openings To Be Filled By Aliens Under Job Offer	b. Exact Dates You Expect To Employ Alien			a. Number of Local	b. Name of Local		
	From	To			c. City and State		
15	Aug 30, 06	Jan 15, 07					
20. STATEMENT FOR LIVE-AT-WORK JOB OFFERS (Complete for Private Household ONLY)							
a. Description of Residence				b. No. Persons residing at Place of Employment		e. Will free board and private room not shared with any. One be provided? (X) one!	
(X) one: <input type="checkbox"/> House <input type="checkbox"/> Apartment	Number of Rooms	Adults	BOYS	Children	AGES	<input type="checkbox"/> YES <input type="checkbox"/> NO	
			GIRLS				
21. DESCRIBE EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS. (Specify Sources of Recruitment by Name)							
Will advertise as required on the local newspaper (The Sampson Independent) by Department of Labor and provide the proofs.							
22. Applications require various types of documentation. Please read Part II of the instructions to assure that appropriate supporting documentation is included with your application.							
23. EMPLOYER CERTIFICATIONS							
By virtue of my signature below, I HEREBY CERTIFY the following conditions of employment.							
a. I have enough funds available to pay the wage or salary offered the alien.				e. The job opportunity does not involve unlawful discrimination by race, creed, color, national origin, age, sex, religion, handicap, or citizenship.			
b. The wage offered equals or exceeds the prevailing wage and I guarantee that, if a labor certification is granted, the wage paid to the alien when the alien begins work will equal or exceed the prevailing wage which is applicable at the time the alien begins work.				f. The job opportunity is not:			
c. The wage offered is not based on commissions, bonuses, or other incentives, unless I guarantee a wage paid on a weekly, bi-weekly, or monthly basis.				(1) Vacant because the former occupant is on strike or is being locked out in the course of a labor dispute involving a work stoppage.			
d. I will be able to place the alien on the payroll on or before the date of the alien's proposed entrance into the United States.				(2) At issue in a labor dispute involving a work stoppage.			
				g. The job opportunity's terms, conditions and occupational environment are not contrary to Federal, State or local law.			
				h. The job opportunity has been and is clearly open to any qualified U.S. worker.			
24. DECLARATIONS							
DECLARATION OF EMPLOYER Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury the foregoing is true and correct.							
SIGNATURE						DATE	
						June 20, 2006	
NAME (Type or Print)				TITLE			
Leeta Kang				President			
AUTHORIZATION OF AGENT OF EMPLOYER I HEREBY DESIGNATE the agent below to represent me for the purposes of labor certification and I TAKE FULL RESPONSIBILITY for accuracy of any representations made by my agent.							
SIGNATURE OF EMPLOYER						DATE	
NAME OF AGENT (Type or Print)				ADDRESS OF AGENT (Number, Street, City, State, ZIP code)			

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

U.S. Department of Labor
 Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 06/30/2005

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)	Industry Code / Código de Industria 0132	Job Order # / No. Orden de Empleo NC7258416
	Occupational Title and Code / Título Ocupacional y Código Harvest Worker, Vegetable 402.687-014	Clearance Order Issue Date / Fecha de Trámite 7-17-06
2. Location and Direction to Work Site / Dirección del lugar de trabajo 3945 Andrews Chapel Rd., Roseboro, NC 28382 see attachment for direction (see attachment / para más detalles vea)	Job Order Expiration Date / Fecha de expiración 11-7-06	6. Anticipated Period of Employment / Periodo Anticipado de Empleo From / Desde Aug. 30, 2006 To / Hasta Jan. 15, 2007
	7. No. of Worker's Requested / No. de Trabajadores Pedidos 15	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana Total 40 Sunday / Domingo 0 Monday / Lunes 7am-3pm Tuesday / Martes 7am-3pm Wednesday / Miércoles 7am-3pm Thursday / Jueves 7am-3pm Friday / Viernes 7am-3pm Saturday / Sábado 0
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Fayetteville, NC, Cumberland County Mobile Homes 1728 + 1725 Gilmore St. Fayetteville, NC (see attachment / para más detalles vea)	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 type="checkbox"/>	
4. Board Arrangements / Arreglo de Alojamiento Kitchen is provided to cook, (see attachment / para más detalles vea)		
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos Leeta Kang - contact (904) 333-9399 (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) The workers will plant, cultivate and harvest mostly oriental vegetables such as Chinese cabbages, Korean Cabbages, radishes, green onions, water chest, hot peppers, daikons, jalapeno peppers, eggplants, zucchini and etc. The workers sort out weeds, pick & cut the vegetables according to specific instruction and clean them to pack in the box to ship out. (see attachment / para más detalles vea)		
10 a. Descripción del Trabajo / Job Specifications (Summary of Material Job Specifications in SPANISH must be included inside this box)		

(see attachment / para más detalles vea)

ETA 390 (rev. July 2004)

JUL 6 2006

(Rebajas)		Deductions / Deducciones	YES	NO	Pay Period / Periodo de Pago
FICA				<input checked="" type="checkbox"/>	Weekly /
Federal Tax				<input checked="" type="checkbox"/>	Semi-annual
State Tax				<input checked="" type="checkbox"/>	Bi-weekly /
Meals (comidas)				<input checked="" type="checkbox"/>	cada 2 sem.
Other (specify)					Other / Otro

will be paid weekly

(see attachment / para m? detalles vea)

to work and back

(see attachment / para m? detalles vea)

crop activity(ies)? Es la costumbre en el area de usar sembrado(s)? Yes No If you actividad?

(see attachment / para m? detalles vea)

Yes No
 Yes No
 Yes No

Sales made to workers. (If there are no such pago de una comisi? u otros beneficios por ventas

there are no such incidents, enter (none?)

include direct dial telephone number) / Nombre numero de telefono)

to

material terms and Conditions of the job. condiciones ofrecidos.

Bringing together employers and job employers. Nor does any job order accepted any way a party para juntar a los empleadores y trabajadores creada por el Empleador. Tampoco ninguna

burden estimate of of Workforce

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

Job Order Number: _____

ETA 790 ATTACHMENTS

ITEM 2 - LOCATION AND DIRECTION TO WORK SITE:

The work site is located at 3495 Andrews Chapel Rd., Foster in the following county/counties: Campson. The directions to the work site are:

see attachment for direction

ITEM 3 - LOCATION AND DESCRIPTION OF HOUSING:

Location: Housing is located at 1728 + 1725 Gilmore St.
Fayetteville, NC

Directions to housing are see attachment

Description of housing: Mobile Homes

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, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both male and female workers are hired, separate toilet, shower facilities, 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:

2020 N. Greenway St.
Charlotte, NC 28206

PHONE NUMBER:

(704) 333-9399

H-2A Supplement Page 1

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

ITEM 4 - BOARD ARRANGEMENTS: (Check Appropriate Item(s))

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

ITEM 5 - REFERRAL INSTRUCTIONS: (Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may:

Call for an interview during normal business hours at the number listed on the ETA 790.

Report to the farm office or worksite listed on the ETA 790.

Other (describe) _____

ITEM 8 - ANTICIPATED HOURS OF WORK:

_____ hours per day is normal. The worker may be requested but not required to work 8 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields or orchards, weather and maturity of the crop.

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

(a) The Adverse Effect Wage Rate of \$ 8.51, the prevailing hourly wage rate or piece rate, or the federal minimum wage rate, whichever is greatest, will be the minimum rate of pay. Employer assures that if a change in the AEW R 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 result 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)

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

(b) The following deductions will be made:

____ Taxes, if applicable under Federal, State, and local law from domestic workers:
____ FICA Taxes ____ FUTA Taxes ____ Federal Income Tax Withholding
____ Advances:
____ Meals;
 Willful destruction of property,
____ Other (Specify) _____

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

(c) The employer will _____, will not pay the worker a bonus of \$ _____, based on Quality Picking _____ End of Season _____ Other _____. Anticipated date by which payments will be made: _____

(d) 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 thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the $\frac{3}{4}$ guarantee period ends on the date of termination.

(e) Payroll Periods will be Weekly: _____ Twice Monthly. Workers will be paid on Monday (day of the week) each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, piece rates/ number of units (if piece rates are used), and all deductions. The statements will comply with 20CFR 655.102(b)(8).

(f) Employer will provide a 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 order holding 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 \$70.40 for the first week starting with the originally anticipated date of need. Employer will will not _____ require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be: _____

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, worker will be disqualified from the above-mentioned assurance.

H-2A Supplement Page 3

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

* Transportation, visa and border crossing expenses will be reimbursed on or before the first payday to the extent necessary to ensure employees are compensated at least at the minimum wage level.

ITEM 12 - TRANSPORTATION ARRANGEMENTS:

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 from the place of employment to the place of recruitment, 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 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. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

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

ITEM 13 - OTHER CLARIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) 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.

TRAINING: Training will be provided for 2 days and workers will be allowed 2 days to reach the production standards of the activity.

PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: *(List the production standards for each activity if production standards are applicable):*

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

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.

EMPLOYER OBLIGATION IF EMPLOYMENT 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.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order-holding office 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.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

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 three-fourths guarantee from the first workday after arrival to the date of termination.

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 the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 20, of which 15 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The employer agrees to abide by the regulations at 20 CFR 653.103, 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 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.

H-2A Supplement Page 5

Start at **1842 GILMORE ST, FAYETTEVILLE** going toward **RIVERBASIN CT**

Turn **R** on **BROOKWOOD AVE**

Turn **L** on **GROVE ST[NC-24]**

Turn **L** on **RAMSEY ST[US-401-BUS]**

Continue to follow **NC-24**

Turn **R** on **N BROAD ST**

Turn **R** on **W ROSEBORO ST[NC-242]**

Turn **L** to follow **NC-242**

Continue on **NC-411**

Turn **L** on **ANDREWS CHAPEL RD**

Arrive at **3995 ANDREWS CHAPEL RD, ROSEBORO**, on the **R**

CORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/06

CER
 BILL ADAMS
 7506 EAST INDEPENDENCE BLVD
 SUITE 112
 CHARLOTTE, NC 28227
 OFFICE 704-566-3778

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

D
 GTN EMPLOYMENT AGENCY
 2020 NORTH GRAHRAM STREET
 CHARLOTTE, NC 28206

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NORTH CAROLINA RATE BUREAU	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

RAGES

POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
EMPLOYERS COMPENSATION AND EMPLOYERS' LIABILITY / PROPRIETOR/PARTNER/EXECUTIVE/SEMI-MEMBER EXCLUDED? IS describe under SPECIAL PROVISIONS below HER	61NC 14803	081506	081507	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
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E.L. EACH ACCIDENT	\$ 100,000											
E.L. DISEASE - EA EMPLOYEE	\$ 100,000											
E.L. DISEASE - POLICY LIMIT	\$ 500,000											

NON OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL

EMPLOYMENT AGENCY FOR MIGRANT FARM WORKERS

CERTIFICATE HOLDER

ASDCI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William S. Adams

U.S. DEPARTMENT OF LABOR
Employment Standards Administration - Wage and Hour Division

Form Labor Contractor Certificate of Registration

No. C- 04-00-3951-D08R
Expires 4/30/2008

Name GIN EMPLOYMENT AGENCY

(Last) (First)
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, select, train, hire and employ.

Transportation	<input checked="" type="checkbox"/> TA Authorized	<input type="checkbox"/> Not Authorized
Housing	<input checked="" type="checkbox"/> HA Authorized	<input type="checkbox"/> Not Authorized
Driving	<input checked="" type="checkbox"/> DU Authorized	<input type="checkbox"/> Not Authorized

Transportation, and/or housing authorization is specified on this Certificate

Approved [Signature] this 7/06/2006

The following vehicles are authorized to transport migrant and seasonal agricultural workers within the meaning of the Act as specified below, unless such authorization is otherwise terminated:

Year	Make, Model and Capacity	Serial or Motor Number	Ins. Liability Limits	Authorization Ending
87	FORD B-44	A05000	1 MIL CSL	7/03/2007
99	DOODGE V-7	552355	30 60 50	12/24/2006
99	CHEV V-8	464580	30 60 50	12/23/2006

Worker's Compensation Insurance (where applicable)

GIN EMPLOYMENT AGENCY

C- 04-00-3951-D08R Date 7/13/2006



Social Security Account No. 3951

Social Security Employer ID No. 200894312

Permanent Home Address 2020 N GRAHAM ST
Charlotte, NC 28206

Date of Birth (Month) (Day) (Year) (State) (City or town) (Zip Code)

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

(Signature of Employer) Date (Signature of Worker)

Location of Facility or Real Property (Name) (Street or Highway) (City or town) (State) (Zip Code)

Location of Facility or Real Property (Name) (Street or Highway) (City or town) (State) (Zip Code)

Location of Facility or Real Property (Name) (Street or Highway) (City or town) (State) (Zip Code)

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Location of Facility or Real Property (Name) (Street or Highway) (City or town) (State) (Zip Code)

DA Restricted to 15 Passengers or Less

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



Farm Labor Contractor Employee Certificate of
Registration No. E 04-41-2347-D08R
Expires 4/30/2008

Name: MANG, JEETA HYON
(Last) (First) (Middle)

Section 1: This certificate holder 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.

GTN EMPLOYMENT AGENCY 04-00-3951-D08R
(Employer's Name) (Registration Number)

Approved: [Signature] Date 7/06/2006
(USDA Field Office Manager) (Form WH-513 (5/07))

Social Security Account No 243-41-2347
Permanent Home Address 2010 ECHO FOREST RD #103
(No. & Street) (R.F.D. or P.O. Box)

CHARLOTTE, NC 28270
(City or Town) (State) (Zip Code)

Date of Birth 2/03/69 (Height (Ft.-In.)) 5'03"
Mo Day Year

Weight 130 Color Hair BROWN Color Eyes BROWN

This Certificate of Registration is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulations issued thereunder, and on the application for registration. It may be revoked or suspended, or its renewal denied, for noncompliance with the Act or regulations. Such noncompliance may constitute a criminal offense.

(Signature of Holder) (Title)

Formerly Form WH-413

DA Restricted to 15 Passengers or Less

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



Farm Labor Contractor Employee Certificate of
Registration No. E 04-59-0075-D071
Expires 6/30/2007

Name: PAK, YONG KIL
(Last) (First) (Middle)

Section 1: This certificate holder 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.

GTN EMPLOYMENT AGENCY 04-00-3951-D08R
(Employer's Name) (Registration Number)

Approved: [Signature] Date 7/19/2006
(USDA Field Office Manager) (Form WH-513 (5/07))

Social Security Account No 243-59-0075
Permanent Home Address 509 HOLLIS RD
(No. & Street) (R.F.D. or P.O. Box)

CHARLOTTE, NC 28209
(City or Town) (State) (Zip Code)

Date of Birth 2/15/80 (Height (Ft.-In.)) 5'10"
Mo Day Year

Weight 145 Color Hair BLACK Color Eyes BROWN

This Certificate of Registration is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulations issued thereunder, and on the application for registration. It may be revoked or suspended, or its renewal denied, for noncompliance with the Act or regulations. Such noncompliance may constitute a criminal offense.

(Signature of Holder) (Title)

Formerly Form WH-413

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



Farm Labor Contractor Employee Certificate of
Registration No. E 04-61-9319-D071
Expires 5/30/2007

Name: KANG, JI KOO
(Last) (First) (Middle)

Section 1: This certificate holder 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.

GTN EMPLOYMENT AGENCY 04-00-3951-D08R
(Employer's Name) (Registration Number)

Approved: [Signature] Date 7/19/2006
(USDA Field Office Manager) (Form WH-513 (5/07))

Social Security Account No 237-61-9319
Permanent Home Address 2010-103 ECHO FOREST RD
(No. & Street) (R.F.D. or P.O. Box)

CHARLOTTE, NC 28290
(City or Town) (State) (Zip Code)

Date of Birth 7/21/65 (Height (Ft.-In.)) 5'07"
Mo Day Year

Weight 140 Color Hair BLACK Color Eyes BROWN

This Certificate of Registration is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulations issued thereunder, and on the application for registration. It may be revoked or suspended, or its renewal denied, for noncompliance with the Act or regulations. Such noncompliance may constitute a criminal offense.

(Signature of Holder) (Title)

Formerly Form WH-413

GTN Employment Agency

Tel (704) 333-9399 / Fax (704) 333-2322

2020 N. Graham St., Charlotte, NC 28206

Itinerary and Statement of Business Owner

Bridgman Vegetable Farm Farm Company through its authorized representatives states as follows:

1. Bridgman Vegetable Farm Company has contracted with GTN Employment Agency to provide H2A program workers for harvesting of various produce.
2. The work site is Bridgman Vegetable Farm Company, 3995 Andrews Chapel Rd, Rosboro, N
'Tel.' _____
3. Bridgman Vegetable Farm Company needs approximately 15 workers.
4. The work period is Aug 30, 2006 through Jan. 15, 2007.

Bridgman Vegetable Farm
authorized representative of said business

Print Name: A. T. Bridgman

Date: 5/13/06

A. T. Bridgman

GTN Employment Agency
authorized representative GTN Inc.

Print Name: Leeta Kang

Date: 5-13-06

Leeta Kang

North Carolina



Agricultural Safety and Health Bureau
 Division of Occupational Safety and Health
 1101 Mail Service Center
 Raleigh NC 27699-1101
 Tel: (919) 807-2923
 Fax: (919) 807-2924

Housing Occupancy Certificate

A. Identifying Information

Camp 1E+0 T Grower 8211 T Regist 18477 T Federal Tax ID:	
<u>Name, address, telephone of owner of housing:</u> Leeta Kang 2020 N Graham ST. Charlotte NC 28206 GTN Employment Agency	<u>Person in charge [if different from owner]:</u>
<u>Expected Dates of Occupancy:</u> From 7/20/2006 To 12/31/2006	<u>Registration / Inspection Dates:</u> Registered: 6/1/106
<u>County and Location of Housing Units Inspected:</u> CUMBERLAN Take Hwy 401 south into Fayetteville where it turns into Ramsey and continue past VA Medical Center and turn right onto Sherman to Gibson and go right into Carolina Springs Mobile Home Park	<u>Description of Housing Unit(s):</u> eight mobile home units at #1782, #1777, #1728, #1725, #1753, #1748 and #1820 all on Gilmore with #1842 Blake Street.

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards required by Article 19 of Chapter 95 of the North Carolina General Statutes.

Inspection Date: 6/28/2006 Inspector: Mike Coles	Date Certificate Expires: December 31, 2006 or when camp becomes vacant
<u>Special Conditions:</u> certificate valid thru 01/31/2007	<u>Total Number of Occupants Approved for this Camp:</u> 74
<i>Mike Coles</i> Regina C. Luginbuhl, Bureau Chief	Certificate Issued 6/28/2006

Important Notice

By federal law (The Migrant and Seasonal Agricultural Worker Protection Act, Public Law 97-470, Section 203(b)(1), a copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance providing the housing remains occupied. If the housing becomes vacant at any time, a new certificate must be obtained before the housing can be reoccupied. The original of this certificate must be kept as a record for three years from the date of issuance.

This inspection certificate does not relieve any person from compliance with any applicable federal, state, county, or local ordinances. Receipt and posting of this certificate of occupancy does not relieve the person who owns or controls this facility or property from the responsibility of ensuring that such facility or property meets the applicable state and federal safety and health standards. Once such facility or property is occupied, such person shall supervise and continually maintain such facility or property to ensure that it remains in compliance with the applicable safety and health standards.

GTN Employment Agency

Tel. (704) 333-9399 / Fax (704) 333-2322

2020 N. Graham St., Charlotte, NC 28208

Itinerary and Statement of Business Owner

Mike Moore Farm Company through its authorized representatives states as follows:

1. Mike Moore Farm Company has contracted with GTN Employment Agency to provide H2A program workers for harvesting of various produce.
2. The work site is Mike Moore Farm Company, 174 Balkum Rd., Rosehill NC 28458
Tel. (910) 285-7298
3. Mike Moore Farm Company needs approximately 50 workers.
4. The work period is Aug. 15, 06 through Nov. 15, 06.

Mike Moore Farm

authorized representative of said business

Print Name: Mike Moore

Date: 5-24-06

* Mike Moore

GTN Employment Agency

authorized representative GTN Inc.

Print Name: Lecta Kang

Date: 5-24-06

North Carolina



GTN Employment Agency

Tel: (704) 333-8399 | Fax: (704) 333-2322

2020 H. Graham St., Charlotte, NC 28208

Agency and Statement of Business Owner:

Bridgman Vegetable Farm Farm Company through its authorized representatives states as follows:

1. Bridgman Vegetable Farm Company has contracted with GTN Employment Agency to provide H2A program workers for harvesting of various produce.
2. The work site is Bridgman Vegetable Farm Company, 3995 Andrews Chapel Rd, Rasberry,
'Tel.' _____
3. Bridgman Vegetable Farm Company needs approximately 15 workers.
4. The work period is Aug. 30, 2006 through Jan. 15, 2007.

Bridgman Vegetable Farm

authorized representative of said business

Print Name: Art Bridgman

Date: 5/13/06

* [Signature]

GTN Employment Agency

authorized representative GTN Inc.

Print Name: Leeta Kang

Date: 5-13-06

[Signature]

North Carolina



Contract Of Employment

GTN Employment Agency of United State of America (Employer) First Party

And

Mr. Made Indra Budiawan (Employee) Second Party

Hereby agree the following terms & conditions of Employment:

1. Position:

The Employee shall employ as Farm Worker (Agriculture Worker) In United State of America and shall perform such other services as the Employer may reasonably require of him from time to time.

2. Salary:

The Employer shall pay the Employee for his service a range of salary of US\$.7- US\$.9 per hour excluding overtime allowance.

3. Period of Employment:

Subject to the provisions of article 7 below, the employment shall be for a period of 6 (six) months and may be extendable thereafter by mutual agreement.

4. Leave:

Paid annual leave shall accrue at the rate of the labors low of United State of America.

5. Air passage:

The air tickets is not provided by the employer.

6. Housing:

The Employer shall be responsible for making employee's housing arrangements.

7. Termination:

This agreement may be terminated by either party with not less than one month notice given in writing with reason stated, however, the employer reserves the right to serve notice with immediate affect:

- a. at any time under circumstances of employee's misbehavior as identified in the labors law of United State of America under procedures provided for in said law.
- b. During the employee's probation period, being the first three months of employment under initial agreement.

8. Social Insurance:

The employee's total pay each month shall be subjected to Employer for social insurance contribution in accordance with the social insurance law of United State of America.

9. Medical Attention:

Medical treatment when duly authorized by the employer shall be free of charge to the employee. Furthermore, 25 percent of the cost of employer approved medical

GTN Employment Agency

Tel. (704) 333-9399 / Fax (704) 333-2322

2020 N. Graham St., Charlotte, NC 28206

treatment for employee's wife and children as may be present in United State of America.

10. Date of Employment:

Employment under this agreement shall commence on the date on which the employee, being in possession of a valid work visa, reports/reported for duty, which shall be / was from arrival date.

11. Restriction:

The employee shall not be permitted to conduct business transactions for him self, not perform work for other organizations.

12. Other Terms & Conditions:

Employment in all respects shall be governed by regulations promulgated from time to time by the employer and shall be governed in every respect by the laws of the United State of America.

13. Employment under this agreement constitutes / does not constitutes a consecutive continuation of service served under a previous agreement.

14. Service award:

The service award calculation for employees eligible to receive such and award, will be based on the "basic salary" .

GTN Employment Agency.



SIMON KANG
The Employer



MADE INDRA BUDIAWAN
The Employee

PT. IRFAN JAYA SAPUTRA



I PUTU ARYA AGUS REDIKA
Witness

Date : May 26, 2006

Place : **NC, USA**



SURAT PERJANJIAN KESEPAKATAN KERJA

Yang bertanda tangan dibawah ini :

Nama : NUNU JUHANA
Jabatan : Direktur Utama PT. MUTIARA BRILLIAN SEJAHTERA

bertindak untuk dan atas nama PT. MUTIARA BRILLIAN SEJAHTERA, beralamat di Jl. Haji Saleh Iskandar No. 7 Km 8 Bogor, Jawa Barat. -----

Nama : I PUTU ARYA AGUS REDIKA
Jabatan : Direktur PT. MUTIARA BRILLIAN SEJAHTERA
(Kantor Perwakilan Bali)

bertindak untuk dan atas nama PT. MUTIARA BRILLIAN SEJAHTERA, beralamat di Jl. Kerta Petasikan II No. 3 Denpasar.

Selanjutnya dalam surat perjanjian ini disebut PIHAK PERTAMA -----

Nama : MADE INDRA BUDIAWAN
Umur : 27 Th
Alamat : Br. Ambengan, Ds. Ambengan, Kec. Sukasada, Buleleng – Bali

Selanjutnya dalam surat perjanjian ini disebut PIHAK KEDUA -----

Pihak Pertama dalam kedudukannya tersebut di atas sebagai penyalur tenaga kerja asing dengan ini berjanji akan mengirim dan memberikan pekerjaan kepada pihak kedua di negara Amerika dan pihak kedua dengan ini menerima dan bersedia dikirim untuk bekerja ke negara Amerika oleh pihak pertama dengan menggunakan syarat-syarat dan ketentuan-ketentuan perjanjian sebagai berikut : -----

Pasal 1

Pihak kedua akan memberikan uang jasa kepada pihak pertama atas pengiriman dan pemberian pekerjaan di negara Amerika tersebut sebesar Rp. 55.000.000,00 (Limapuluh lima juta rupiah); dengan tahapan pembayaran sebagai berikut : -----

- a. Pembayaran tahap pertama akan dibayar oleh pihak kedua kepada pihak pertama sebesar Rp. 15.000.000,- (limabelas juta rupiah), pada saat pihak kedua menandatangani surat perjanjian kerja / job offer yang telah disertifikasi oleh Departemen Tenaga Kerja Amerika. -----
- b. Pembayaran tahap kedua sebesar Rp. 10.000.000,- (Sepuluh juta rupiah) akan dibayar oleh pihak kedua kepada pihak pertama setelah pihak kedua menerima Notice of Approval / persetujuan petition I-797 dari US INS (Imigration and Naturalization Service) selambat-lambatnya 7 hari setelah pihak kedua menerima surat tersebut di atas.
- c. Sisa pembayaran selanjutnya sejumlah Rp. 30.000.000,- (Tigapuluh juta rupiah) akan dibayar oleh pihak kedua segera setelah persetujuan visa kerja dari kedutaan Amerika diputekkan lulus atau selambat-lambatnya 7 hari dari persetujuan visa

- Bilamana setelah melakukan pembayaran dari masing-masing tahapan pembayaran tersebut ternyata pihak kedua membatalkan keberangkatannya/ mengundurkan diri maka perjanjian kesepakatan kerja ini batal dan;-----
- Apabila pihak pertama tidak dapat menyediakan surat-surat yang diperjanjikan dari masing-masing tahapan pembayaran tersebut diatas sesuai dengan jangka waktu yang telah ditetapkan itu, maka pihak pertama akan mengembalikan uang pihak kedua sebesar 60% dari tahapan terakhir pembayaran dilakukan. -----

Pasal 2

Pihak pertama tidak akan memberikan ganti rugi kepada pihak kedua apabila dalam perjalanan menuju tempat tujuan atau pada saat berada di tempat kerja, pihak kedua dipulangkan karena sebab apapun juga.-----

Pasal 3

Hal-hal yang belum cukup diatur dalam perjanjian ini akan diselesaikan secara musyawarah mufakat.

Pasal 4

Segala akibat yang timbul dari perjanjian ini, para pihak memilih tempat kediaman hukum yang umum dan tetap pada kantor kepaniteraan Pengadilan Negeri di Denpasar.-----

Demikianlah perjanjian ini dibuat untuk dapat dijadikan bukti dan dapat dipergunakan dimana perlu.-----
Apabila kelak kami mengingkarinya maka kami bersedia dituntut di depan pengadilan sesuai dengan aturan hukum yang berlaku.-----

Denpasar, 26 Mei 2006

Pihak Kedua,

Pihak Pertama,



PT. MUTIARA BRILLIAN SEJAHTERA

MADE INDRA BUDIAWAN

NUNU JUHANA

dicatat dan dibukukan (gevaarmarkt)
dalam daftar yang disediakan khusus
untuk itu dibawah nomor : 32 / 2006

Denpasar, hari Kamis, tanggal :



LETTER OF JOB AGREEMENT

The persons with signatures below:

Name: Nunu Juhana

Position: Chief Director of PT. Mutiara Brillian Sejahtera (or Mutiara Brillian Sejahtera, Inc.)

is representing PT. Mutiara Brillian Sejahtera, and is residing in Jl. Haji Saleh Iskandar No.7, Km 8, Bogor, Jawa Barat-----

Name: I Putu Arya Agus Redika

Position: Director of PT. Mutiara Brillian Sejahtera (Bali Regional Office)

is representing PT. Mutiara Brillian Sejahtera, and is residing in Jl. Kerta Petasikan II No.3, Denpasar

from now on will be referred to as the First Party-----

Name: Made Indra Budiawan

Age: 27

Address: Br. Ambengan, Ds. Ambengan, Kcc. Sukasada, Bulcleng, Bali

From now on will be referred to as the Second Party-----

In its capacity as a job agency, the First Party hereby promises to send and give a job to the Second Party in the United States, and the Second Party hereby accepts and is willing to be sent to work in the US by the First Party according to the following conditions:-----

Item 1

The Second Party will pay the First Party for sending and providing a job in the US a total amount of Rp 55,000,000.00 (Fifty five million rupiahs), with the following payment stages:-----

- a. First payment of Rp 15,000,000.00 (Fifteen million rupiahs) will be paid by the Second Party to the First Party when the Second Party signs the agreement letter/job offer certified by the US Department of Labor.-----

- b. Second payment of Rp 10,000,000.00 (Ten million rupiahs) will be paid by the Second Party to the First Party when the Second Party receives the Notice of Approval/I-797 from the US INS (Immigration and Naturalization Service) no later than 7 days after the Second Party receives the letter.
- c. The remaining/last payment of Rp 30,000,000.00 (Thirty million rupiahs) will be paid by the Second Party immediately after a work visa has been granted by the US Embassy or no later than 7 days after the visa has been issued by the US Embassy. This fee will be used to cover ticket expenses for departure to the US and return to Indonesia, fiscal fee, airport tax, and agent fee.

Page Two
Last Page

- If the Second Party cancels his departure/withdraws after payment of each payment stage, then this Job Agreement is cancelled/invalid, and-----
- If the First Party is unable to provide the promised documents from each payment stage mentioned above within the period that has been agreed upon, then the First Party would reimburse the Second Party (this next part's Indonesian wording is kind of vague, but I think this is what it is trying to say:) 60% of the last payment stage.-----

Item 2

The First Party will not reimburse the Second Party if during travel or work the Second Party is deported for whatever reason.-----

Item 3

Matters that have not been thoroughly discussed in this Agreement will be resolved through negotiation.

Item 4

(This next part's Indonesian wording is vague also, and it probably is trying to say this:)
Regardless of the consequences that arise from this Agreement, all Parties choose to seek legal dwelling that is public and permanent in the Office of the Regional Court of Denpasar.

This Agreement has been made to serve as an evidence and can be used when necessary. -----
If we fail to abide by it in the future, then we are willing to be sued in court according to the law.

Denpasar, May 26, 2006

First Party,

Second Party,

(Signed)

(Signed)

Made Indra Budiawan

Nunu Juhana

Seal of the Notary of the Denpasar Region

(Signed)

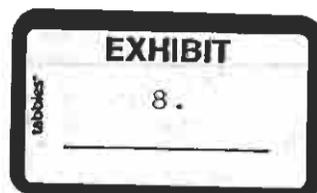
I Putu Arya Agus Redika

GTN Warehouse - Entrance to Plaintiffs' Quarters



EXHIBIT
7.

GTN Warehouse - Utility Sink Used by Plaintiffs



GTN Warehouse - Sink Used by Plaintiffs

