OMB Approval: 1205-0562
Expiration Date: 1/31/2026

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

***IMPORTANT**: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed ETA-790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed ETA-790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk (*), and any fields/items where a response is conditional as indicated by the section (§) symbol.*

I. Clearance Order Information

FOR STATE WORKFORCE AGENCY (SWA) USE ONLY
Questions 1 through 17

1. Clearance Order Number *	2. Clearance Order Issue Date *	3. Clearance Order Expiration Date *
4018480	12/22/2025	7/22/2026
4. SOC Occupation Code *	5. SOC Occupation Title *	
45-2092.00	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	

SWA Order Holding Office Contact Information

6. Contact's last (family) name *	7. First (given) name *	8. Middle name(s) §
Lorenzo,	Logan	
9. Contact's job title *		
Agriculture & Foreign Labor Specialist		
10. Address 1 *		
200 Bob Morrison Blvd. Suite 100		
11. Address 2 *(suite/floor and number)* §		
12. City *	13. State *	14. Postal code *
Bristol	Virginia	24201
15. Telephone number *	16. Extension §	17. Email address *
(276) 591-8090		foreignlaborcert@virginiaworks.gov

II. Employer Contact Information

1. Legal Business Name *		
Red Sun Farms LLC		
2. Trade Name/Doing Business As (DBA), if applicable §		
3. Contact's last (family) name *	4. First (given) name *	5. Middle name(s) §
Gomez Mazatan	Arturo	
6. Contact's job title *		
Director of Operations		
7. Address 1 *		
5400 International Blvd.		
8. Address 2 *(suite/floor and number)* §		
9. City *	10. State *	11. Postal code *
Dublin	Virginia	24084
12. Telephone number *	13. Extension §	14. Business email address *
+1 (540) 835-9677		agomez@redsunfarms.com
15. Federal Employer Identification Number *(FEIN from IRS)* *		16. NAICS Code *
		111419

III. Type of Clearance Order

1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. *(choose only one)* *	☑ 790A (placed in connection with an H-2A application) ☐ 790B (not placed in connection with an H-2A application)

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

OMB Approval: 1205-0562
Expiration Date: 1/31/2026

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

A. Job Offer Information

1. Job Title * High- Tech Greenhouse Worker

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	47	47	3. First Date * 2/21/2026	4. Last Date * 12/20/2026

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

42	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	7	h. Saturday

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 16.20	☑ HOUR ☐ MONTH	$ ____.__	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☐ Yes ☑ N/A

10. Frequency of Pay: * ☑ Weekly ☐ Biweekly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
Employer will withhold all applicable federal, state & local taxes, including FICA and income tax withholding. Employer will also make deductions from pay for any willful destruction of property by employees. No deductions will be made that would bring employee's hourly rate below the federal or state minimum wage.

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. * 0

3. Training: number of months required. * 0

4. Basic Job Requirements (check all that apply) §

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 60 lbs.
- ☑ f. Exposure to extreme temperatures
- ☐ g. Extensive pushing or pulling
- ☑ h. Extensive sitting or walking
- ☑ i. Frequent stooping or bending over
- ☑ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? * ❑ Yes ☑ No

5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §

6. Additional Information Regarding Job Qualifications/Requirements. *
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)*
See Addendum C

C. Place of Employment Information

1. Place of Employment Address/Location *
5400 International Boulevard

2. City *	3. State *	4. Postal Code *	5. County *
Dublin	Virginia	24084	Pulaski County

6. Additional Place of Employment Information. *(If no additional information, enter "**NONE**" below)* *
Directions to the worksite : From Exit 98 off I-81 travel 4 miles to state route 790, worksite will be ahead half-a-mile (1/2 mile) on the right.

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ❑ Yes ☑ N/A

D. Housing Information

1. Housing Address/Location *
5536 International Boulevard

2. City *	3. State *	4. Postal Code *	5. County *
Dublin	Virginia	24084	Pulaski County

6. Type of Housing *(check only one)* *
☑ Employer-provided (including mobile or range) ❑ Rental or public

7. Total Units * 2

8. Total Occupancy * 32

9. Identify the entity that determined the housing met all applicable standards: *
☑ Local authority ❑ SWA ❑ Other State authority ☑ Federal authority ❑ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
There are two sections to the primary residence. Each section (2-sections) can house 16 people and is fully furnished with a full kitchen. The beds are bunks with one person per bed. There is one bathroom per unit with 4 stalls and 4 showers in each. The greenhouse is directly behind the residence. 32 workers will be housed at the residence.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ❑ N/A

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)

The employer will furnish free and convenient cooking and kitchen facilities, so workers may prepare their own meals. Employer will provide (on a voluntarily basis) transportation to assure workers access to stores where they can purchase groceries and/or other incidentals.

2. The employer: *	☑ **WILL NOT** charge workers for meals.		
	☐ **WILL** charge each worker for meals at	$ _____ . ____	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

The work site (greenhouse) is directly behind the primary residence so no transportation is needed. The employees living in off-site housing units will be provided daily inbound and outbound van transportation at no cost to employees.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (*i.e.*, inbound) and (b) from the place of employment (*i.e.*, outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will provide transportation (both inbound and outbound) by chartered bus to employees at its cost. In addition, Employer will reimburse employees for daily subsistence payment at least as much as the employer would charge the worker for providing three meals a day but no less than the amount permitted under 655.173 (a) which is presently $16.28 per day with CONUS maximum meal.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 16 . 28	per day *
	b. no more than	$ 68 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Applicants may call for an interview during normal business hours at the number listed on Form ETA 790. Employer will also accept referrals. Job Services offices or other organizations making referrals should insure that all applicants are thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Applicants should be directed to the Careerlink (SWA) office at the address and telephone number listed in job order. Only workers meeting all the qualifications for employment who are able (with or without reasonable accommodations), willing and qualified to perform the work, who are eligible for employment in the United States, and who will be available at the time and placed needed, should contact or be referred to Red Sun Farms; 5400 International Blvd. Dublin, VA 24084. Applications will be accepted from 9AM-11:30AM & 1:30PM-3:30PM Monday to Friday; or applicant's application, resume, contact information may be e-mailed to employer at: HumanResourcesVA@redsunfarms.com

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (540) 307-1656	N/A	HumanResourcesVA@redsunfarms.com

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound*)

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. Transportation from Place of Employment (Outbound)

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

   If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

   The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

   C. Daily Transportation

   Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

   D. Compliance with Transportation Standards

   Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

   The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

   If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

    For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable

to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial §
GOMEZ MAZATAN	Arturo	
4. Title *		
Director of Operations		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	1/5/2026

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

OMB Approval: 1205-0562
Expiration Date: 1/31/2026

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ❑ Rental or public accommodations	355 Jordan Street Dublin, Virginia 24084 PULASKI COUNTY	Employees who do not live in the primary residence will be housed in employer-provided properties in the town of Dublin, VA. Each unit has full kitchen facilities and separate bedrooms. 2 or 3 beds per room with one person per bed. The property is 2.5 miles from work site. Seat belt complied, Van transportation, both inbound and outbound, will be provided between housing location and work site.	3	15	☑ Local authority ❑ SWA ❑ Other State authority ☑ Federal authority ❑ Other ________
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other ________
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other ________
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other ________
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other ________

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

TEMPORARY HIGH-TECH GREENHOUSE WORKERS. Applicants must be able, willing & qualified to perform work described in this JO/Ad & must be available for the entire period specified. Both inbound and outbound Transport provided. Dublin, Pulaski County, VA. Possible daily/weekly hours: 7A-3:30P; 35-50/hours. $16.20/hr. 1st week wage guarantee: $648.00. Employer will comply w/applicable Federal, State, local laws pertaining to OT. Duties: Perform plant care, cultivation & harvesting in high-tech hydroponic greenhouse. To perform duties, must perform hands-on plant care, cultivation & harvesting techniques; must recognize & control pests/diseases; must use quality assurance & customer specifications unique to greenhouse tomato growing. Follow efficient methods, production & procedures, & maintain a safe, clean work environment. Work may include grading, packing, quality checking, and weighing of produce grown in the greenhouse & load/unload up to approx. 50-60 lbs. Involves extensive, repetitious walking, standing, stooping, bending & manual/motorized tool usage all day. Possible exposure to weather, temps above 90F w. direct sunlight for extended periods; hours may fluctuate (+/-); possible downtimes and/or extended hours. Quality Control applies & other related activities per SOC/OES 45-2092 as per onetonline.org. Dependable: Fulfill obligations. Attn. to Detail: Complete work tasks. Self-Control: Display a good natured, cooperative attitude; maintain composure; keep emotions in check, control anger, avoid aggressive behavior. Employer guarantees 3/4 workdays of contract. Tools provided at no cost to worker. If applicable, transport, subsistence expenses provided upon 50% of worked contract. Employer-provided housing available to any worker who cannot reasonably return to residence daily. Must show proof of legal authorization to work in the U.S. Drug testing post-hire, especially if supervisor observes cause; failed test equals dismissal. Any drug testing will be at employers expense. Drug, alcohol, smoke-free work zone.

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The work site (greenhouse) is directly behind the primary residence so no transportation is needed for workers housed at that location. The 32 workers living in the primary residence can walk the 400 feet to the work site.
The 15 workers housed off site in employer-provided housing will be provided daily both INBOUND and OUTBOUND van transportation at no cost to the employees. Transportation is provided in 2 Ford F-350 15 passenger vans. The van/(s) depart daily, in the morning, from the off-site housing (all units are located in the same housing complex) and proceed directly to the work site. At the end of the work day, the van/(s) depart the work site and return directly to the housing property. The Employer uses these same vehicles to provide (on a voluntarily basis) transportation to assure workers, including those living in the primary residence, access to stores where they can purchase groceries and/or other incidentals. Three of the workers covered by this Job Order will also act as drivers. Each employee is a licensed driver and the Employer maintains insurance coverage that meets the requirements under 29 CFR Secs. 500.120-500.128.

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Info

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employees who do not live in the primary residence will be
housed in employer-paid properties in the town of Dublin, VA. Each housing unit has full kitchen facilities and separate bedrooms. 2 or 3 beds per room with one person per bed. Housing is 2.5 miles from work site. Both inbound and outbound Van transportation will be provided between housing and work site.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Offer Information

3. Details of Material Term or Condition (*up to 3,500 characters*) *

ANTICIPATED HOURS OF WORK. 7 hrs/ day is normal. Workers may be requested but not required to work 7-10 hours per day and on Saturdays & Federal holidays depending upon the conditions in the fields, weather or maturity of the crop. Possible Sundays.
HOURLY WAGE RATE. Employer will pay more than the Adverse Effect Wage rate (AEWR)(Skill-Level-1 AEWR)(No compensation adjusted for housing) and will pay $16.20/hr. Will pay the wage that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of
agricultural employment. The employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.
Payroll periods will be: weekly: Workers will be paid weekly on Friday 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 statement will comply with 20 CFR 655.122(j)-(k).
Employer will provide a worker referred through the interstate clearance system 35 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 the employer fails to notify the order holding office, then the employer shall pay an eligible worker referred through the clearance system $16.20 an hour for the first week starting with the originally anticipated date of need. Employer will not require worker to perform alternative work if the guarantee cited in this section is invoked. Any workers engaged in work defined by the U.S. Environmental Protection Agency and/or as requiring pesticide safety training will be provided training, at no cost to employee, in worker's native language and will be supplied with required personal protective/safety equipment.

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Information

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Variable weather conditions apply; hours may fluctuate (+/-), possible downtime and/or OT. Employer will comply w/ applicable Federal, State, local laws pertaining to OT. Reasonable repair cost for intentional damage deducted from workers' pay. Employer will furnish the worker on or before each payday worker's hours & earnings statements. Earnings records & statements will be available upon request of the worker or worker representative. Workers who voluntarily abandon employment or are terminated for cause & where employer provides timely notification to NPC-DHS, will relieve the employer for subsequent transportation & subsistence costs & the 3/4 guarantee.
Employer may terminate work contract where services are no longer required for reasons beyond employer's control due to fire, weather, or other Acts of GOD (Whether such an event constitutes a contract impossibility will be determined by the CO); & the assurance that 3/4 guarantee will be provided between the start & termination dates, make efforts to transfer worker to other comparable work acceptable to the worker, & if transfer is not viable, provide outbound transport & subsistence. Worker will be provided a copy of the work contract, including modifications, on the day work commences or as soon as practically possible. 1st week wage guarantee: $648.00. Employer is obligated to pay worker(s) for any costs incurred by worker for transport-daily subsistence to the employer's place of employment. 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.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.